Contents.

Cases Reported this Week.

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CURRENT TOPICS.

MR. JUSTICE ROMER'S list of witness actions is being gradually disposed of, and it will be necessary in a short time to provide the usual supply of cases to that list. A transfer of 175 actions is in contemplation, and, according to the now established practice, a list will be exhibited in Room 136 of actions from which those to be transferred will be chosen, subject to any valid objection being made by the parties concerned.

MR. JUSTICE VAUGHAN WILLIAMS is attracting to himself a considerable number of actions by debenture-holders in cases in which, since their institution, an order to wind up the companies to which they have reference has been made. These actions have generally been transferred one at a time, and the order of transfer only interested the parties concerned. The order to transfer three such actions, which we print in another column, has interest for more than one set of parties.

WE HAVE already drawn attention to the objections, from the public and professional point of view, to the change in the practice of the law officers. We may now refer to a matter which may hereafter probably cause more grief to these learned persons. It is generally understood that the step involves a considerable sacrifice by them apart from the diminution of income. Each of these high officials has a clerk who derives his remuneration from the "clerk's fees" given with every brief, and these fees naturally mount up to a considerable sum where the fees are large and numerous. A law officer, who is paid by salary which provides no "clerk's fees," and who has no private practice in the House of Lords or Privy Council, is thus left, not only to be deprived of the income which private practice would bring him, but to provide a salary for his clerk, whose services are as essential as formerly, and who will now only have to look to the comparatively small fees given with Government briefs. No salary provided by the public purse for the clerk of a law officer would be equal to the income from fees received by the clerks to the most prominent members of the bar. It cannot be disregarded, moreover, that there are duties of entertaining the members of the bar on certain occasions, the cost of which forms no small item in the necessary expenditure of the law officers. That the sacrifice is in some sense heroic must be admitted, but the pity is that, as we have before shewn, it is unnecessary, and likely to be ultimately injurious both to the public and the profession.

WE TOOK occasion at the earliest possible moment to protest against the appointment of Mr. Justice MATHEW to serve upon the Evicted Tenants Commission in Ireland, and further consideration only serves to deepen our conviction of the inexpediency of such a step. The immediate outcome, as the Master of the Rolls observed at the Lord Mayor's banquet, is that the learned judge has been fiercely accused of partiality. Whether such charges are correct or not, he is placed in an unfortunate position, and political appointments of this kind cannot fail to have their effect on the independence of the bench. It is unfortunate for a judge to undertake to expound the meaning of Acts of Parliament under such circumstances as to draw an immediate rejoinder from an ex-Minister of the Crown, and it is also unfortunate for him to be entangled in disputes with counsel, due, apparently, solely to the idea that his presence invests the commission with something of a judicial character. Moreover, it cannot be too often pointed out that promotion to the bench shuts a judge out from party interests, and it is a grave abuse of his position to employ him upon work for which it is inevitable that reward should at some time be granted, reward which will only be granted by the party which employs him. A correspondent inquires as to the

legality of the appointment. That it is illegal we cannot express a confident opinion, but at any rate there is this to be said, that, so far as we know, no judge has been appointed in recent years to serve on a political commission without the sanction of Parliament. This was given in the case of the Parnell Commission by section 1 of the Special Commission Act, and although Mr. Justice DAY was appointed by the Lord Lieutenant as a member of the Belfast Commission, the Belfast Commission Act, 1886, expressly recites the intention to appoint him. It may be suggested, perhaps, that to take away judges from their proper work is a breach of the clause in Magna Charta "*nulli differemus rectum aut justiciam*"; but though the Crown would do well to act in the spirit of the Charter, and to increase rather than lessen the force available for judicial work, we doubt whether the withdrawal of a judge is a delaying of right to any particular suitor within the meaning of the above provision. The departure from duty, as the Master of the Rolls hints, is as much on the part of the judge who accepts, as on the part of the Government which makes, such an appointment, and while Mr. Justice MATHEW is doing the Government work at Dublin he ought to remember that he is leaving his judicial work undone in London.

THERE ARE, it would appear, three modes open to the judges of trying sensational "society" cases. One is to convert the court into a place of entertainment for "persons in society"; to restrict admission to the holders of tickets, and to crowd the bench and the court with these well-bred people, who applaud the counsel for their favourite side and hiss and mob the parties on the other side. This mode of trial—which we ventured to designate, on the last occasion on which it was adopted, "trial before distinguished persons"—has, we believe, extremely few adherents on the bench. Another mode of trying a sensational "society" case is to treat it exactly as if it were a dispute between JOHN SNOOKS, butcher, and RICHARD NOKES, costermonger; to resist any attempt to give special importance to the trial, and to preserve the calm, business-like air characteristic of the English bench when discussing the construction of a charter-party. This is the mode which, we believe, has hitherto found favour with the majority of the present judges. But that there is a more excellent way than either of these the recent "brooch" case has made manifest. It is this. Let a learned judge, gifted by nature with a countenance of almost preternatural solemnity, but well known to be extremely partial to a joke, and not at all averse to perpetrating one himself on ordinary occasions, be selected to try the "society" case. Let him appear on the bench at the opening of the proceedings with an air of subdued and chastened melancholy, gradually deepening during the day into profound dejection; developing next morning into an expression of utter boredom; succeeded by an appearance of abject weariness of the whole matter, and culminating in an explosion of wrath against the "vulgar persons who seek to turn this court of justice into a place of entertainment." This, we say, is the true mode of trying a sensational "society" case. But while we cannot help expressing our appreciation of the check which Mr. Justice DAY has administered to the silly inflation of these cases, both by his admirable judicial manner and by his short, clear, and common-sense mode of summing up, we venture to suggest that his reference to "vulgar persons" was a little severe on the small minority of his brethren who adhere to the first-mentioned mode of trial.

THE POINT discussed in *Re Clowes* (reported elsewhere) appears at first sight to be quite free from difficulty. A testator devises real estate, which he has at the time he makes his will. Subsequently he sells it, but allows part of the money to remain on mortgage, and takes a conveyance as mortgagee. The devisee, who has lost the estate, claims the money secured by the mortgage. The obvious answer is that the real estate which was devised to him has, so far as the beneficial interest is concerned, vanished, and to the money which has taken its place, and which is personalty, he can, as devisee, have no title. Moreover, under section 30 of the Conveyancing Act, 1881, he does not take even the legal estate, this going to the personal representatives of the testator. But in fact there are words in the Wills Act, 1837, which, it may plausibly be suggested, put quite a different construction on the matter, so plausibly, indeed, that the Vice-Chancellor of the County Palatine of Lancaster decided in favour of the devisee. Section 24 of the Act provides that no conveyance or other act made or done subsequently to the execution of a will relating to real estate, except an act by which such will shall be revoked, shall prevent the operation of the will with respect to such estate or interest in such real estate as the testator shall have power to dispose of by will at the time of his death. The conveyance, then, is not, in itself, to revoke the devise, and if, in spite of the conveyance, any interest in the real estate of which the testator could dispose is left in him at the time of his death, the devise is to operate upon it. Is, then, the mortgage security an interest in the real estate within the meaning of this section so as to pass to the devisee? Lord ST. LEONARDS' treatment of the case where the testator is an unpaid vendor with a lien for his purchase-money seems to shew that he would have answered this question in the affirmative (Vendors and Purchasers, 10th ed., p. 304); but in *Moore* v. *Raisbeck* (12 Sim. 123) it was held that the conveyance, under such circumstances as the above, took away all that the devise could operate upon; that it was equivalent, therefore, to a revocation of the devise; and that what the testator had at the time of his death was personalty, which passed under the clauses in the will relating to his personal estate. So, too, in *Farrar* v. *Earl of Winterton* (5 Beav. 1), where a testatrix contracted to sell the estate which she had devised, but died before the conveyance was executed or the purchase-money paid, it was held that the devise did not operate on the money into which she had converted the property, notwithstanding her lien upon it. In the present case, accordingly, the Court of Appeal reversed the decision of the Vice-Chancellor, and, although the words of the Wills Act appear to be in favour of the devisee, they are not explicit enough to get over the objection that the land which was devised to him has been turned into money, which is not the subject of devise, while the charge by which the money is secured is merely incidental to the title to the money, and does not constitute an interest in the land remaining in the testator.

THE DECISION of STIRLING, J., in *Re Birmingham and District Land Co. and Allday* is an interesting illustration of the law of restrictive covenants as it has now been established with considerable certainty by such cases as *Renals* v. *Cowlishaw* (26 W. R. 754, 9 Ch. D. 125), *Nottingham Patent Brick and Tile Co.* v. *Butler* (34 W. R. 405, 15 Q. B. D. 261, 16 Q. B. D. 778), and *Spicer* v. *Martin* (37 W. R. 689, 14 App. Cas. 12). These suppose an estate to be sold in lots under conditions which settle the mode in which it is to be used for building. Each purchaser, therefore, when he consents to be bound by the conditions, assumes that the other purchasers will be bound as well, and in the absence of any circumstances shewing a contrary intention he is entitled to assume that the vendors intend him to have the benefit of the building scheme. The benefit of the restriction is part of his bargain, and, without more, he acquires a right in equity to enforce the restriction against the holders of the other plots, whether they are purchasers like himself, or whether the plots are unsold and remain in the hands of the vendors. "It may," said HALL, V.C., in *Renals* v. *Cowlishaw*, "be considered as determined that anyone who has acquired land, being one of several lots laid out for sale as building plots, where the court is satisfied that it was the intention that each one of the several purchasers should be bound by, and should, as against the others, have the benefit of the covenants entered into by each of the purchasers, is entitled to the benefit of the covenants." The rule is thus put upon the intention of the parties, and in particular it is, of course, necessary to consider the intention of the vendor. As to this it has been said that it is material to see whether he is selling the whole of his property—in which case he cannot require the covenants for his own protection—or whether he is retaining a part (per WILLS, J., and Lord ESHER, M.R., in *Nottingham Patent Brick and Tile Co.* v. *Butler*); but this, of course, is only one element in the matter, and is by no means conclusive. In *Re Birmingham and District Land Co. and Allday*

the vendors, the land company, laid out an estate according to a building scheme, and attempted to sell it by auction. Some plots were sold, and ALLDAY was one of the purchasers; other plots were unsold. Apparently, therefore, it was a clear case for assuming that the vendors intended to give each of the purchasers the benefit of the restrictions as well against the other purchasers as against themselves, and STIRLING, J., refused to impute a different intention to them on the ground merely that they had other land in the neighbourhood. Indeed, this circumstance, though in some cases it may be entitled to weight, is obviously of little value when the estate which is actually being sold is complete in itself, and the object of the building scheme is to secure uniformity in its development. In such a case the presumption is that the vendor intends to give purchasers the benefit of the scheme, and it is for him to stipulate to the contrary if he so wishes.

IN THE CASE of *Re White, White* v. *White* KEKEWICH, J., has followed WICKENS, V.C., in *Cocks* v. *Manners* (19 W. R. 1055, L. R. 12 Eq. 574) in holding that religious purposes are not necessarily charitable. A testator gave the whole of his residuary personal estate, subject to certain life interests, "to the following religious societies." The names of the societies were specified elsewhere, but the part of the will in which they were contained was not admitted to probate. While, however, the particular societies could not profit by the bequest, it was possible to contend that the testator's intention was charitable, and that therefore, according to a well-established rule, the bequest did not fail for uncertainty, but must be carried into effect in favour of charitable purposes of some kind. In such cases, it has been said, the nomination of the particular objects is only the mode, and the gift to charity is the substance, of the testamentary disposition. In the present case it would of course have been easy to effect the testator's intentions by settling a scheme in favour of the societies he had himself named, but although most religious societies are charitable, this cannot be said of all, and, in order that a gift may be supported under the rule in question, the purposes for which it is given must be necessarily charitable with the meaning of the statute of Elizabeth, 43 Eliz. c. 4. For a society to be charitable, however, it appears that it must be designed, not merely to advance the interests, whether spiritual or worldly, of its own members, but to promote in some way the interests of the outside public. Upon this ground WICKENS, V.C., excluded in *Cocks* v. *Manners* a convent as being a voluntary association of women for the purpose of working out their own salvation by religious exercises and self-denial. This, however laudable a purpose, was purely selfish, and he held that religious services to be charitable must tend directly or indirectly to the instruction or edification of the public. The same view was adopted in the present case by KEKEWICH, J., and there being, therefore, no intention expressed by the testator which was necessarily charitable, the gift failed for uncertainty, and the property was undisposed of.

THE POWER of a county court judge to commit for contempt, *not* committed *in facie curiæ*, was considered in a case which came before Judge STONOR last week, and which took the form of a motion by the Incorporated Law Society to attach for contempt a person alleged not to be duly qualified to act as a solicitor in respect of certain proceedings instituted by him in the Brompton County Court on behalf of a client. In support of the motion, section 26 of 23 & 24 Vict. c. 127 was relied upon, which provides that a person acting as a solicitor without proper qualification shall be deemed guilty of contempt of the court in which he so acted, and shall be punished accordingly, and shall forfeit and pay, for every such offence, the sum of £50, recoverable, with the sanction of the Attorney-General, in the superior courts or in any county court. The learned county court judge, in refusing the motion, pointed out that, except when the power is expressly conferred by statute, he could not commit for contempt committed out of court, and that the County Courts Act, 1888, had made no difference in this respect, while the statute cited in support of the application certainly did not give him the necessary jurisdiction. This decision is in entire harmony with *Ex parte Jolliffe, Reg.* v. *Lefroy* (21 W. R. 332, L. R. 8 Q. B. 134), where it was held that while *all* courts of record (including, therefore, county courts) have power to fine and imprison for any contempt committed in the face of the court, the superior courts alone possess an inherent power to take cognizance of and punish contempts committed *out* of court.

SO FAR BACK as 1886 Mr. GEORGE HOWELL, M.P., addressed a letter to the then Chancellor of the Exchequer, calling his attention to the expediency of providing a cheap edition of the Statutes for the use of the public, "and, in particular, for sale to public libraries accessible to working men." The 5th volume of the edition prepared in consequence of this letter has recently appeared, and brings the revision down to the beginning of the present reign. We fear that the working men who pore over this new edition will be puzzled by the two cancels of portions of the 4th volume which have had to be issued with the 5th volume. One of them affects the 12th section of the Roman Catholic Relief Act, 1829, by which it is enacted that nothing in that Act is to enable a Roman Catholic to hold the office of Lord Chancellor of Great Britain or Ireland. In the print of this originally issued the words "or Ireland" were omitted, and three dots, thus . . . printed in their place. In the page directed to be substituted the words "or Ireland" are restored with the following explanation in a foot-note, "Rep. as to Lord Chancellor, Lord Keeper, and Lord Commissioner of Great Seal of Ireland, 30 & 31 Vict. c. 75, s. 1."

IN VIEW of the large number of cases which are annually transferred from the High Court to the county courts—amounting last year to over twelve hundred—the decision given a few days ago, in the case of *Malley* v. *Shipley* (reported elsewhere), merits attention. It was there held by a Divisional Court that after an action had been remitted to the county court the defendant's notice of appeal from the decision of the county court judge at the trial should be served on the plaintiff's country solicitor, and not on the London agents of such solicitor, even though in the writ commencing the action in the High Court their names and place of business were specified as the address for service. In this connection it may be mentioned that in the previous case of *Powell* v. *Thomas* (39 W. R. 234; 1891, 1 Q. B. 97) an opinion was expressed by the court (HAWKINS and STEPHEN, JJ.) that in the case of any appeal from a county court, where the solicitor of the respondent carries on business in the country, service of the notice of motion on the solicitor's London agent is not sufficient to satisfy R. S. C., 1883, ord. 59, r. 12.

THE APPLICATION OF CAPITAL MONEYS UNDER THE SETTLED LAND ACTS.

THE recent decisions of STIRLING, J., in *Re Howard's Settled Estates* (40 W. R. 360; 1892, 2 Ch. 233) and *Re Dalison's Settled Estates* (41 W. R. 15) shew that, under the existing statutes, a tenant for life is not entitled to be recouped out of capital moneys any instalments of improvement charges which he may have already paid. With regard to the payment generally of such charges out of capital moneys quite an interesting collection of statutes and cases has been forming, the later statutes being intended promptly to repair the defects which the cases have revealed in the earlier enactment, the Settled Land Act, 1882.

Section 21 of that Act provides that capital money arising under the Act may be applied, *inter alia*, in the discharge, purchase, or redemption of incumbrances affecting the inheritance of the settled land, or of land tax, tithe rent-charge, chief rents or quit rents charged on or payable out of the settled land (sub-section (ii.)), or in payment for any improvement authorized by the Act (sub-section (iii.)), the improvements thus authorized being enumerated in section 25. And section 28 imposes upon the tenant for life, and upon each successor in title having a limited interest only in the settled land, an obligation at their own expense to maintain the improvements during such

period, if any, as the Land Commissioners by certificate prescribe.

The first of the cases dealing with improvement charges was *Re Knatchbull's Settled Estate* (33 W. R. 569, 29 Ch. D. 588). Charges of this nature had been created on the estates under the Land Drainage Act, 1849, the Improvement of Land Act, 1864, and the Limited Owners' Residences Act, 1870, and the offices which had advanced the money had agreed to allow the charges to be redeemed on payment of a certain fixed sum. This the trustees proposed to provide out of capital moneys arising under the Settled Land Act, 1882, and the question arose whether this could be done under section 21 (ii.) The Court of Appeal, affirming the decision of PEARSON, J., held that it could not. Such charges, indeed, are incumbrances affecting the inheritance within the literal meaning of the words in the first part of the sub-section, but they are not permanent charges like the land tax and rent-charges specified in the second part. The whole amount of the advance has to be paid off in a limited time, and the statutory obligation imposed on the tenant for life to pay the instalments implies that with each instalment he shall pay part of the principal out of his own pocket. To allow him, therefore, to have the whole satisfied out of capital moneys would be, it was considered, to change the condition of the advance in his favour, and hence to violate the principle enunciated in section 53, that the powers of the Act are to be exercised with due regard to the interests of all parties. Hence, in spite of the direct authority of section 21 (ii.), that capital moneys may be applied in discharge of incumbrances, the Court of Appeal refused to allow a redemption of incumbrances of the above nature.

Hereupon the Legislature came to the rescue of tenants for life with the Settled Land Acts (Amendment) Act, 1887. This did not expressly authorize the redemption of improvement charges as incumbrances within the meaning of section 21 (ii.), but it accomplished the same object by providing that capital money expended in redeeming such charges, or in otherwise providing for the payment thereof, should be deemed to be applied in payment for an improvement authorized by the Act of 1882, the case being thus brought within sub-section (iii.). This mode of legislating seems to have been intended to meet the objection of COTTON, L.J., in *Re Knatchbull's Settled Estate*, that many of the improvements for which the charges were created, although they would greatly benefit the limited owner who applied for them, would, after a certain number of years, cease to be productive of remuneration to the estate. For in making the redemption rank as an application of money under section 21 (iii.), the improvements in question are apparently to be taken as made under the Act of 1882, so that the tenant for life is bound to maintain them under section 28, and this view was taken by STIRLING, J., in *Re Howard's Settled Estates* (*suprà*). In order that the Act of 1887 may apply, the improvement must be of a kind authorized by the Act of 1882, and a rent-charge, either temporary or perpetual, must have been created in pursuance of an Act of Parliament; but the time when the improvement has been made, whether before or after the passing of the Act of 1887, is immaterial.

The decision in *Re Knatchbull's Settled Estate* was thus put out of the way, and it was made clear that improvement charges, whenever created, could be redeemed out of capital moneys arising under the Settled Land Acts. Moreover, in *Re Lord Egmont's Settled Estates* (38 W. R. 762) it was held that, where no right of redemption existed, the trustees could include in the expenses of redemption a bonus given to the lender for accepting repayment before the time. "The object of the Act," said LINDLEY, L.J., "is to enable capital money to be expended in redeeming rent-charges, whether temporary or perpetual; and the payment of the proposed bonus by way of compensating the lender, being part of the expense of redemption, seems to me to be authorized by the Act."

But a further point arises where the proposal is that the trustees shall apply the capital money, not in redeeming the rent-charge, but in either paying the future instalments for the tenant for life, or in recouping to him payments which he has already made. Section 1 of the Act of 1887, as we have seen, authorizes the expenditure of capital money, not only in redeeming the rent-charge, but in "otherwise providing for the payment thereof," and under these latter words it seems obvious that the trustees may make payments on behalf of the tenant for life. In *Re Lord Sudeley's Settled Estates* (36 W. R. 162, 37 Ch. D. 123) KAY, J., took the view that such payments must be in respect of capital only, and that the tenant for life was not to be relieved from payment of interest. The improvements being such as might have been made under the Settled Land Act, 1882, it was, he intimated, perfectly proper to charge the whole of the capital to the estate, just as would be done with improvements actually made under that Act, but he held that interest stood upon a different footing. The accuracy of this, as a mere matter of account, may be doubted. The tenant for life is originally saddled with interest simply because he has not capital money in hand for effecting the improvements, and when at length the capital is forthcoming he ought apparently to be relieved from payment of interest as well as capital. But, however this may be, the decision of KAY, J., seems to have been overruled by the Court of Appeal in *Re Lord Egmont's Settled Estates* (*suprà*). There it was intimated that the view taken by him was too narrow, and, although the cases were different, it may be taken to be settled that the trustees in paying an instalment would be justified in paying the whole, without regard to any distinction between principal and interest.

The tenant for life having thus succeeded in getting improvement charges redeemed at the expense of the estate, and, when redemption is not feasible or not desired, in getting the future instalments paid for him, it only remained to obtain a like indulgence in respect of past instalments in order to relieve him entirely from the burden of the charge. But here the law at present does not assist him. The question was discussed and decided in *Re Howard's Settled Estates* (*suprà*). In that case the tenant for life had, between 1881 and 1885, created rent-charges to secure money borrowed under the Improvement of Land Act, 1864, for improvements which were within the Settled Land Act, 1882. Between 1883 and 1885 some of these charges had been bought up by the trustee of the settlement under section 60 of the Act of 1864, and it was contended by the tenant for life that this was an investment of capital money under the Settled Land Acts (Amendment) Act, 1887, and that the rent-charges therefore were gone. It seems clear, however, that they had simply been transferred to the trustee, to whom the tenant for life was bound to make his payments, and so STIRLING, J., held. The next point was whether the tenant for life could require repayment of instalments already paid, and, as above intimated, STIRLING, J., decided that he could not. The question depends upon the construction of section 1 of the Act of 1887, and although this applies explicitly to rent-charges created before, as well as to those created after, the passing of the Act, yet there are no words expressly authorizing the repayment to the tenant for life of instalments already paid by him. Mr. Justice STIRLING seems to have thought that the case might have been different had the section provided that capital money applied in providing for the payment of improvement charges should be deemed "to be applied *or to have been applied*" in payment for improvements, instead of "to be applied" merely. But the effect of the additional tense is not very clear. The actual application of the capital money is at a known date, subsequent to the payment of certain instalments, and while others are still unpaid. An imaginary ante-dating of the application of the money might possibly justify the recouping of prior payments, but this would be a very unsatisfactory way of legislating. The real ground for excluding such repayment seems to be that the trustee cannot, within the words of the section, provide for the payment of money which has been already paid. So far as the charge has been satisfied it is gone, and no further provision for it requires to be made. The recouping to the tenant for life of past payments is a very different matter from providing for payment of the rent-charge in the first instance, and if the Legislature had intended to authorize this the intention should have been clearly stated. In the result STIRLING, J., held that capital money could be applied in redeeming the remaining instalments of the rent-charge, but not in paying back to the tenant for life past instalments.

Another attempt to obtain repayment of past instalments was made in the more recent case of *Re Dalison's Settled Estates* (*suprà*), before the same judge. The circumstances were very

similar to those in the last case, and of course it was useless to ask STIRLING, J., to change his view of the Act of 1887, but reliance was now placed on section 15 of the Settled Land Act, 1890. That section was due to the decision in *Re Hotchkin's Settled Estates* (35 W. R. 463, 35 Ch. D. 41), where it was held that if the tenant for life desired an application of capital money to permanent improvements under the Act of 1882, he must, under section 26 of that Act, submit to the trustees for approval a scheme of the proposed works before they were commenced. It is hard, however, upon the tenant for life to cut him off altogether from the benefit of the Act because he has omitted to comply with this requirement, and the Act of 1890, accordingly, avoids to a certain extent the effect of the decision by enacting in section 15 that the court may, in any case where it appears proper, direct the application of capital money to the improvements, although a scheme has not been in the first instance submitted for approval. But the terms in which this is done are somewhat wide, and the court is authorized generally to direct the application of capital money "in or towards payment upon any improvement authorized by the Settled Land Acts, 1882 to 1890." Now, it is quite possible to contend upon those words, taking them by themselves, that a repayment of back instalments to the tenant for life is a payment for improvements, but of course such a mode of interpreting the enactment is not permissible. The section must be considered with reference to its objects, and, moreover, it is to be dealt with as though incorporated with the previous Settled Land Acts. Its obvious design is to override *Re Hotchkin's Settled Estates* merely, and it cannot have the incidental effect of authorizing the application of capital money in a manner not permitted by the sections of the earlier Acts specially dealing with the matter. The result, therefore, was the same as in *Re Howard's Settled Estates* (*suprà*). In previous cases where a tenant for life has failed to receive relief, the Legislature, as we have seen, has promptly interfered in his favour, and has amended the Settled Land Acts so as to throw upon the estate the cost of improvements. There is a distinction, of course, between saving the tenant for life from future burdens and recouping what he has already spent, but it is, perhaps, not unreasonable to regard the estate as his debtor to this extent, and we may in the future find another statute added to the series of enactments for the purpose of giving him the further indulgence which the existing law denies.

THE POLICY OF LOCKE KING'S ACTS.

WE are glad to have an opportunity of printing in another column an interesting and able letter from Mr. LAURISTON W. LEWIS relative to the remarks we recently made (36 SOLICITORS' JOURNAL, 840) on his paper on the policy of Locke King's Acts, now more correctly known as the Real Estate Charges Acts; but, with deference to him, we still think that he has not shewn sufficient grounds for the advice he gave to draftsmen, to set aside the policy of the Acts, and to persuade testators in all ordinary cases to direct mortgage debts to be paid out of personal estate.

As to his criticism of the direction that debts shall be paid out of personal estate, it seems fair to suggest, as we did, that a testator would naturally connect this rather with his ordinary debts, for which the only remedy is against himself personally, than with those charged upon land, which he is apt to think are the debts of the land rather than his own. This was observed by counsel in *Eno* v. *Tatham* (3 De G. J. & S., see p. 450), but in law, of course, no such distinction exists, and there was overwhelming authority that a direction to pay debts out of personal estate included mortgage debts, and shewed an intention on the part of the testator to exonerate the real estate. The only dissentient voice was that of Lord CAMPBELL, C., who, in *Woolstencroft* v. *Woolstencroft* (2 De G. F. & J., at p. 350), regarded the direction of the testator that his debts should be paid as a mere pious aspiration "for the good of his soul." There, however, the payment was not directed to be made out of personal estate.

It was to defeat this tendency of the courts to attach too technical a meaning to the word "debts" that the Act of 1867 was passed, and it is significant that at no stage of that measure was there any debate (Hansard, vol. 189, 3rd series, Index under title "Real Estate Charges Act Amendment Bill"). This may have been, of course, because the Bill was surreptitiously hurried through, but it is more reasonable to suppose that it was in consequence of a general consensus of opinion that the amendment was proper. Upon the original Act of 1854 there was, on the contrary, considerable discussion, and, curiously enough, the chief opposition was against the very part which Mr. LEWIS supports—viz., the operation of the Act in cases of intestacy. Instances were adduced of the gross unfairness of the law in such cases. Thus, a man purchased a house and lands worth £1,500, £700 of which he paid, leaving the remaining £800 on mortgage. He died suddenly intestate, leaving an eldest son, twenty-two years of age, and six younger children. The eldest son promptly took out administration, used the personal estate to clear off the mortgage debt, and his brothers and sisters were left to the care of the parish (Hansard, vol. 135, 3rd series, p. 585). But as against the sacred cause of primogeniture examples like this mattered nothing so far as the opponents of the Bill were concerned. Lord ST. LEONARDS argued that the father could have avoided the injustice had he made a will—assuming, his lordship should have prophetically added, that it was forthcoming upon his death—and he was not going to be a party to remodelling the law of England to meet particular cases. Remodelled, however, the law was, and it is on account of the general acquiescence in the result that we doubt the wisdom of Mr. LEWIS's advice to draftsmen. So, again, where there is a will, and the personal estate is left in one direction and the real estate subject to mortgages in another, it seems, on the whole, probable, as the Acts assume, that the personal estate is not to be cut down, perhaps by several thousands of pounds, in order to hand over the real estate intact to the devisee.

Where possible, as we said before, the actual intention of the testator should be ascertained and expressed in the will, and we are surprised to find Mr. LEWIS objecting that a solicitor cannot with safety inquire of a wealthy client whether estates of which he is disposing are subject to any incumbrances. Possibly some clients are so touchy as to resent inquiry of this kind, but any reasonable man will at once see that his lawyer cannot safely deal with the property unless he knows its exact condition. And when mortgages are so common, it can hardly be regarded as an insult to suggest the possibility of their existence. In any case, surely this can be done in such a manner as not to give offence.

REVIEWS.

BOOKS RECEIVED.

Paley's Law and Practice of Summary Convictions under the Summary Jurisdiction Acts, 1848-1884; Including Proceedings Preliminary and Subsequent to Convictions, and the Responsibility of Convicting Magistrates and their Officers, with the Summary Jurisdiction Rules, 1886, and Forms. Seventh Edition. By WALTER H. MACNAMARA, Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited); Butterworths.

On Aphasia, or Loss of Speech and the Localization of the Faculty of Articulate Language. By Sir FREDERIC BATEMAN, M.D. Second Edition, greatly Enlarged. J. & A. Churchill; Jarrold & Sons.

The Lawyer's Diary and Courts of Justice Directory for 1893. With Map of England and Wales. Shewing the District Registries of the High Court. Edited by FRANCIS A. STRINGER, of the Central Office, Royal Courts of Justice. Sweet & Maxwell (Limited).

The Leeward Islands Magistrates Acts. With an Appendix containing a Copious Schedule of Forms and other Matters. By CHARLES GEORGE WALPOLE, M.A., Barrister-at-Law, Attorney-General of the Leeward Islands. William Clowes & Sons (Limited).

The Employers' Liability Act, 1880 (43 & 44 Vict. c. 42). With Statutes affecting same and Forms. By ALFRED HENRY RUEGG, Barrister-at-Law. Second Edition. Butterworths.

The Law of Evidence. By SIDNEY L. PHIPSON, M.A., Barrister-at-Law. Stevens & Haynes.

A Manual of the Law relating to Married Women. By JOSEPH BRIDGES MATTHEWS, Solicitor, Worcester. Sweet & Maxwell (Limited).

Sweet & Maxwell's Lawyer's Map of England and Wales, 1893.

Shewing the District Registries of the High Court. Sweet & Maxwell (Limited).

American Law Review: September, October, 1892. Editors: Seymour D. Thompson, St. Louis; Leonard A. Jones, Boston. Reeves & Turner.

CORRESPONDENCE.

THE EVICTED TENANTS COMMISSION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The inexpediency of withdrawing Mr. Justice Mathew from his ordinary duty during the present congested state of the business, and whilst at least three other judges are detached to try election petitions, can admit of little doubt. But has the *legality* of sending a judge to work out of his jurisdiction for three months without an Act of Parliament been considered? I should like to know your opinion on this question. R. S.

LOCKE KING'S ACTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—As you have done me the honour of reprinting and commenting on the paper which, had time permitted, I was to have read at Norwich, you will, perhaps, allow me space for a few observations in reply.

I had hoped by my paper to bring about that "further discussion" to which your closing lines refer, being persuaded that the more the matter is looked into, the more mischievous and absurd will section 1 of the Act of 1867 appear. I may, of course, be mistaken in supposing that the experience of others will be found to accord with mine; but certainly, during a tolerably active conveyancing practice, extending back far beyond the first of these Acts, I have never known or heard of a case in which there is any reason to suppose that this section has operated (or had it been in existence would have operated) to effectuate a testator's intentions; and the improbability of such a case appears to me so great that, until I actually hear of one, I must continue to doubt its existence.

You suggest that, by borrowing on real estate, a man converts it *pro tanto* into personalty, and that the law ought not to undo this after his death; but, with all submission, this conversion is just what he seeks to avoid. If he wanted to convert his realty, he would sell it, not mortgage it. What he wants is, while carefully preserving his realty, to utilize it by raising money to be sooner or later repaid out of that personal estate which the loan temporarily serves to augment.

To say, as you do, that a man does not ordinarily regard mortgage debts as his debts in the same sense as ordinary debts, seems to me a very strange proposition. I should say, on the contrary, that, in most cases where such debts exist they are the very debts which a testator has first in view in whatever provision he may make for the discharge of his liabilities; and surely it is comical (or would be so but for the cruel injustice which it sometimes involves) to find the Legislature enacting that a direction to pay all debts out of personalty shall not apply to the only debts on which any such direction could operate, seeing that the personalty is already by law the primary fund for payment of all other debts.

As intimated in my paper, I believe the proper course to be to repeal the Acts altogether, *quoad* testate estates; but the main evils would doubtless be met by confining the operation of the Acts to charges of definite amount existing at the date of the devise, and by restoring to the courts the liberty, of which they were so arbitrarily deprived, of gathering a testator's intention from his words. I cannot, however, follow you when you say that as regards existing mortgages the draftsman will, "of course," obtain instructions. If he knows of their existence he will probably do so, but not otherwise. Take the case of a young solicitor receiving instructions for the will of a well-to-do client. Do you suppose that when told how to dispose of various parcels of real estate he will inquire if they are mortgaged? Why, in many cases such an inquiry would cause him to lose his client for ever. Nor is the client himself likely to refer to any such debts, as he will naturally suppose that in directing payment of *all* his debts he has effectually provided for their discharge. It is only in the rare case of his wishing the devisee to take *cum onere* that he will say anything about incumbrances, and in such a case he will do so as a matter of course.

You are wrong in treating as in any way special the recent case which I cited as occurring in my own practice. Even the particular cause which in that case led to the giving of the security is far from uncommon; but nothing turns on this, the only fact of importance being the common one of a security being created (no matter from what cause) subsequently to the devise. It is not correct to speak of such dealings as "extraordinary"; they are, in fact, of everyday occurrence.

In my desire not to unduly lengthen my paper I omitted to call attention to a curious discrepancy between the Act of 1867 and that of 1877. The latter Act provides that the contrary intention shall not be deemed to be signified by a direction to pay out of *residuary* estate, whereas the former Act (as interpreted by *Gall* v. *Fenwick* (43 L. J. Ch. 178) and *Re Newmarch* (9 Ch. D. 12)) applies equally to directions to pay out of *specific* estate of any kind. Whether or not the later Act can have the effect of modifying the other in this respect remains to be seen. For my own part I doubt it, but the experiment may be worth trying when the occasion arises. L. W. Lewis.

Walsall, Nov. 1.

NEW ORDERS, &c.

TRANSFER OF ACTIONS.

Order of Court.

Monday, the 7th day of November, 1892.

Whereas, it has been represented to me that it is expedient that the actions of *Magniac* v. *Arbitrage & Finance* (*Limited*), 1892—M—2235, and *Strong* v. *Carlyle Press* (*Limited*), 1892—S—3868, now pending before Mr. Justice Chitty, and *Strong* v. *Henderson & Spalding* (*Limited*), 1892—S—3315, now pending before Mr. Justice Stirling, should be transferred to Mr. Justice Vaughan Williams, before whom the winding up of the defendant companies is proceeding: Now I, the Right Honourable Farrer Baron Herschell, Lord High Chancellor of Great Britain, do hereby order that the said actions be transferred and assigned to Mr. Justice Vaughan Williams as an additional judge of the Chancery Division. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice. Herschell, C.

CASES OF THE WEEK.

Court of Appeal.

OPPENHEIM *v.* **SHEFFIELD**—No. 1, 7th November.

Practice—Interrogatories—Set of Interrogatories as a whole Prolix or Unnecessary — Power to Set Aside or Strike Out — R. S. C., XXXI., 7.

This was an appeal by the defendant from an order of a divisional court setting aside certain interrogatories. The action was brought by a stockbroker for money paid at the defendant's request and commission. The defendant denied that any commission was due, and counter-claimed in respect of excessive sums charged by the plaintiff and paid by him. The defendant obtained leave to deliver interrogatories for the examination of the plaintiff. A set of interrogatories having been delivered, the plaintiff took out a summons, under ord. 31, r. 7, to have them set aside. The master dismissed the summons, saying that objection to any of the interrogatories might be taken in the plaintiff's affidavit in answer. On appeal, Day, J., ordered the set of interrogatories to be set aside, on the ground that they were prolix and unnecessary. This order was affirmed by the Divisional Court (Lord Coleridge, C.J., and Cave, J.). It was now contended on the part of the defendant that the order originally made by the master was right. The case ought to be dealt with under rule 6, and the plaintiff left to take his objections in his answer. The first part of rule 7 provided for the setting aside of a set of interrogatories which had been unreasonably or vexatiously exhibited; but that only applied where interrogatories should not have been exhibited at all, and could not apply where, as in the present case, leave to interrogate had been obtained. This was laid down by Field, J., at chambers in *McIlroy* v. *Duncan*, W. N., 1884, p. 48. The second part of rule 7 dealt with the case where particular interrogatories were prolix, oppressive, unnecessary, or scandalous, and gave power to strike them out on those grounds. The practice was to strike out either all or none. It was not necessary for the judge to go through a set of interrogatories and strike out those which he considered to be objectionable; *Sammons* v. *Bailey*, 38 W. R. 605, 24 Q. B. D. 727. If, as was clearly the case here, some of the interrogatories were admissible, the proper course was to let them all stand, and leave the party interrogated to raise his objection in his affidavit in answer.

The Court (Lord Esher, M.R., and Lopes and Kay, L.JJ.) dismissed the appeal. The Divisional Court had set aside these interrogatories under ord. 31, r. 7, on the ground that they were prolix and unnecessary. The contention that such objection ought to be taken in the answer could not be supported. Rule 7 had nothing to do with the answer, and such objection might be taken before any answer was given. On such an application as the present the judge might, if he thought fit, strike out those interrogatories which seemed to him to be objectionable; or he might, if he considered the set of interrogatories to be as a whole prolix, oppressive, or unnecessary, order the whole set to be struck out, although there might be among them some to which no objection could be taken. They disagreed with the decisions in *McIlroy* v. *Duncan* and *Sammons* v. *Bailey*.—Counsel, *H. D. Greene*, Q.C., and *Morten*; *Horne Payne*, Q.C., and *McIntyre*. Solicitors, *Duffield & Bruty*; *Morley, Shirreff, & Co.*

[Reported by F. G. Rucker, Barrister-at-Law.]

FITZ *v.* **ILES**—No. 2, 8th November.

COVENANT—RESTRICTIVE COVENANT—PREMISES NOT TO BE LET OR USED AS A COFFEE-HOUSE—BUSINESS OF A TEA AND COFFEE DEALER—OVERLAPPING BUSINESSES.

Appeal from North, J. The plaintiff was the lessee from the defendant Iles of the premises 103, Bermondsey New-road, under a lease which contained a covenant by the plaintiff not to use the demised premises for any other trade or business than that of a coffee-house keeper, and a covenant by the lessor not to let any shop under his control in the same road as a coffee-house. The defendant Iles subsequently leased other premises in the same road, viz., No. 113, to the defendants Went and Buchanan, and the defendants Went and Buchanan thereby covenanted not to use such premises as a coffee-house, nor without the consent in writing of the lessor to use the premises for any other trade or business than that of a tea and coffee dealer, and for the sale of non-intoxicating refreshments. From the evidence of the defendant Went it appeared that he had opened establishments called "Tee-to-tums" in other parts of London, and that these establishments were of two classes, of which the second class consisted of shops for the sale of tea, coffee, and cocoa in packets, in the same way as groceries are sold, and also for the purpose of selling to customers on the premises, cups of tea, coffee, and other light refreshments only, such as buns, biscuits, bread and butter, bread and cheese, sausages, ham sandwiches, boiled eggs, and pork pies. The defendants Went and Buchanan admitted that it was their intention to use the premises No. 113, Bermondsey New-road as a "Tee-to-tum" establishment of the second class. It was also stated by them in evidence (which was not contradicted) that the returns of the refreshment business at the defendants' "Tee-to-tum" establishments of the second class bore only a small proportion to the sale of dry goods across the counter, and was merely auxiliary to the packet trade across the counter. The defendants admitted that they had notice of the covenant entered into by their lessor with the plaintiff, but they contended that the business carried on at a Tee-to-tum establishment of the second class was not that of a coffee-house within the meaning of the covenant by the lessor in the plaintiff's lease; and they cited *Holt* v. *Collyer* (29 W. R. 502, 16 Ch. D. 718) and *Stuart* v. *Diplock* (38 W. R. 223, 43 Ch. D. 343) in support of their contention. The plaintiff contended that the sale of refreshments of the kind indicated was a separate although a secondary trade carried on by the defendants, and constituted a breach of the covenant, and reliance was placed on *Buckle* v. *Fredericks* (38 W. R. 742, 44 Ch. D. 244). North, J., held that there had been a breach of the covenant, and granted an injunction restraining the defendants Went and Buchanan, until trial of the action, from using the premises No. 113, Bermondsey New-road as a coffee-house in contravention of the covenant contained in the plaintiff's lease. The defendants Went and Buchanan appealed.

THE COURT (LINDLEY and A. L. SMITH, L.JJ.) dismissed the appeal.

LINDLEY, L.J., said that on the facts the case was not altogether free from difficulty, although no difficulty had been raised as to the effect in law of the covenant, so far as the defendants were concerned. His lordship was of opinion, on the evidence of the defendant Went himself as to the nature of the business carried on at "Tee-to-tum" establishments of the second class, that it really consisted of two kinds of business, one being that of a grocer and the other that of a coffee-house keeper, to the extent of the class of goods that some coffee-house keepers, at all events, sold and dealt in, and that the latter business came within the fair meaning of the covenant. In his lordship's opinion the present case was not like *Stuart* v. *Diplock*, but came nearer to *Buckle* v. *Fredericks*.

A. L. SMITH L.J., concurred.—COUNSEL, *Swinfen Eady; Cozens-Hardy*, Q.C., and *E. S. Ford*. SOLICITORS, *E. F. B. Harston; Spencer, Gibson, & Son*.

[Reported by M. J. BLAKE, Barrister-at-Law.]

Re **THOMAS CLOWES (Deceased)**—No. 2, 3rd November.

WILL—CONSTRUCTION—DEVISE—SUBSEQUENT SALE—MORTGAGE TO TESTATOR—WILLS ACT (1 VICT. c. 26), ss. 23, 24—CONVEYANCING ACT, 1881 (44 & 45 VICT. c. 41), s. 30.

This was an appeal from a decision of the Vice-Chancellor of the County Palatine of Lancaster. The question was whether the devisee of land which the testator sold subsequently to the date of the codicil containing the devise, and of which he was mortgagee at the time of his death, was entitled to the mortgage debt. By his will, dated the 24th of September, 1878, Thomas Clowes "gave, devised, and bequeathed all those two dwelling-houses and the vacant land adjoining, situate at Llandrillo-yn-Rhos, near Colwyn, in North Wales, recently bought by him from Benjamin Sugden, to James Hudson and Edward Hudson, sons of his sister, Ellen Hudson, as joint tenants absolutely. By a codicil to the will, dated the 7th of April, 1883, the testator "revoked the devise in his said will contained to James Hudson and Edward Hudson of the two dwelling-houses at Llandrillo-yn-Rhos, and devised the same, and also the cottage adjoining thereto and garden walled round, bought by him from John Lewis Parry Evans, to the said James Hudson absolutely." The testator died on the 6th of October, 1889, and his will and codicil were duly proved. By an indenture dated the 11th of July, 1888, the testator had conveyed by way of sale, in consideration of £1,220, to Herbert Bliss Hill the cottage and garden comprised in the devise to James Hudson contained in the codicil, and by an indenture of the 12th of July, 1888, the purchaser had conveyed the same premises to the testator by way of mortgage to secure the sum of £900, the full purchase-money having never passed, and the two transactions being, in fact, one. The testator had never entered into possession of the premises as mortgagee. After the testator's death the principal sum of £900 was paid off, and the premises reconveyed to the mortgagor. James Hudson claimed that the benefit of the mortgage had passed to him at the testator's death under the devise contained in the codicil, and that he was entitled to the sum of £900. The executors and trustees of the will and codicil of the testator applied by originating motion before the Vice-Chancellor for determination of the question whether, in the events which had happened, any and what interest passed to James Hudson under the devise. The Vice-Chancellor held that he was entitled to the principal money secured at the date of the testator's death on the premises. From that decision the present appeal was brought. Section 23 of the Wills Act provides that "no conveyance or other act made or done subsequently to the execution of a will of, or relating to, any real or personal estate comprised therein, except any act by which such will shall be revoked as aforesaid, shall prevent the operation of the will with respect to such estate or interest in such real or personal estate as the testator shall have power to dispose of by will at the time of his death"; and section 24 provides that "every will shall be construed, with reference to the real estate and personal estate comprised in it, to speak and take effect as if it had been executed immediately before the death of the testator, unless a contrary intention shall appear by the will."

THE COURT (LINDLEY, BOWEN, and A. L. SMITH, L.JJ.) allowed the appeal.

LINDLEY, L.J., said the case was a somewhat curious and a somewhat interesting one, and perhaps not quite free from difficulty, but in his opinion the learned Vice-Chancellor had been wrong. The short ground on which he thought so was that under a devise of land money will not pass; and any attempt to get away from that proposition must be an ingenious attempt to read sections 23 and 24 of the Wills Act and section 30 of the Conveyancing Act in a particular way to suit such a construction, and which his lordship did not think the right way. The devise was of "the two dwelling-houses at Llandrillo bought from Benjamin Sugden, and also the cottage adjoining thereto and garden walled round bought from John Lewis Parry Evans, to the said James Hudson absolutely." Suppose, then, that when the testator made the codicil containing the devise he had not been, as he was, seised in fee as absolute owner, but had only been mortgagee, could anyone say (leaving out for the present any question of the effect of the Conveyancing Act, 1881) that the mortgage money would have passed under the devise? Certainly not; notwithstanding the reliance which the respondent's counsel placed on the case of *Woodhouse* v. *Meredith* (1 Mer. 450). That was plain and not to be disputed. Of course the aspect of a matter might be determined on particular circumstances, as was the case in the authority referred to. There it would have been ridiculous to say the testator was intending to pass only the legal estate. In the present case, when the codicil was made the testator was seised in fee. Then he sold and took a mortgage for the purchase-money. What (again leaving out of sight the Conveyancing Act) was the effect of sections 23 and 24 of the Wills Act in these circumstances? The Act was to apply to the state of things existing when the testator died; the effect of that being to make James Hudson devisee of the land, but as trustee for the person or persons entitled to the beneficial interest in the money secured on it. That was the true effect of the Wills Act. If authority was wanted, it was to be found in the case of *Moor* v. *Raisbeck* (12 Sim. 123), which covered the present case; the decision of that case was right, although some observations in the judgment might be unsupportable. There was the same point, too, in *Farrer* v. *Earl of Winterton* (5 Beav. 1). But then it was said that the Conveyancing Act, 1881, came in, and that under section 30 of that Act land held on mortgage as a security went to the legal personal representatives, in spite of any testamentary disposition to the contrary, and that the effect of that in the present case, if the view which his lordship was taking was to prevail, would be to put an absurd construction on the will, for that if the money did not pass nothing at all would pass under the devise, and it was a fundamental rule that, if possible, some meaning should be given to every clause of a will. That argument might have had something in it if the testator had made the codicil when he was mortgagee, but that was not so, and the contention must not be acceded to. The appeal must be allowed.

BOWEN and A. L. SMITH, L.JJ., concurred.—COUNSEL, *Hopkinson*, Q.C., and *Bather; Farwell*, Q.C., and *Astbury; Norris*. SOLICITORS, *Crofton & Craven*, Manchester; *T. C. P. Gibbons*, Manchester.

[Reported by ARTHUR LAWRENCE, Barrister-at-Law.]

High Court—Chancery Division.

Re **BOULTON AND CULLINGFORD'S CONTRACT**—Chitty, J., 8th November.

VENDOR AND PURCHASER—MISLEADING PARTICULARS OF SALE—NOTICE.

This was a summons under the Vendor and Purchaser Act, 1874. The particulars described the property, Lot 1, as six houses "held under one lease for ninety years from the 29th of September, 1887, *at ground-rents of £4 per annum each*." It appeared on investigating the title that the six houses were held at an entire ground-rent of £24. The purchaser objected to complete, and took out a summons for a declaration that the vendor had failed to shew a good title, and for return of the deposit. The 4th condition of sale provided that the title to each lot should commence with the lease under which the property was held, and proceeded: "The nature of the covenants and conditions contained in the said leases may be ascertained by an inspection of the lease, or a copy or abstract thereof, which will be produced at the time of sale, and can be inspected by appointment at the office aforesaid of the vendor's solicitors, and every purchaser shall be deemed to have purchased with full notice of their contents." The 8th condition provided that "if any error, misstatement, or

omission in the particulars or in these conditions should be discovered, the same should not annul the sale, nor should any compensation in respect thereof be made either by the vendor or purchaser." Counsel for the vendor contended that the misstatement, if any, was trivial and covered by condition 8, and that the purchaser had notice under condition 4.

CHITTY, J., held that the statement was incorrect, and could not be disregarded, or regarded as met by condition 8. There was one entire ground-rent on all the houses instead of six several ground-rents. When the purchaser came to deal with the property he would leave each sub-purchaser liable to the entire ground-rent. This would depreciate the value on each sub-sale, and the misstatement was therefore material. Condition 4 as to notice did not apply. The vendor could by his contract impose notice to the full extent on the purchaser, but where he directly stated the contents of a document wrongly he could not rely on the condition. The effect of the condition was this: "The purchaser shall have full notice of the contents of the lease, but I tell him it does contain that particular clause." The deposit must be returned.—COUNSEL, *Lyttleton Chubb; Mulligan.* SOLICITORS, *W. Houghton & Son; Saw & Son.*

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

SCHAUER *v.* **J. C. & J. FIELD & CO. (LIM.)**—Chitty, J., 3rd November.

COPYRIGHT—INTERNATIONAL COPYRIGHT ACT, 1886 (49 & 50 VICT. c. 33), s. 6—SAVING OF RIGHTS AND INTERESTS PREVIOUSLY ACQUIRED—ARTISTIC WORKS FIRST PRODUCED IN FOREIGN COUNTRY—USE OF SAME AS TRADE-MARKS IN THIS COUNTRY BEFORE ORDER IN COUNCIL.

This was a motion for an injunction treated as the trial of the action. The case raised a question affecting the claims of foreigners to copyright in artistic works first produced in a foreign country used as trade-marks in this country before the date of the operation of an Order in Council made in pursuance of the International Copyright Act of 1886. By an Order in Council dated the 2nd of December, 1887, protection under the International Copyright Acts was (in adoption of the Berne Convention) extended to authors of literary and artistic works in divers foreign countries, including Germany. The plaintiffs, a firm of fine art publishers in Berlin, on the 19th of January, 1892, caused themselves to be registered at Stationers' Hall, under the Copyright Act of 1862, as the proprietors of the copyright claimed. The subject of the copyright had, prior to the said Order in Council, been registered as a trade-mark, of which the defendants were the proprietors.

CHITTY, J., held that the rights of the proprietors of such trade-marks fall within the subsisting rights and interests saved by the special proviso in section 6 of the Act, and that amongst such rights is included that of advertising the trade-mark by means of show cards and price lists displaying impressions of the same.—COUNSEL, *Byrne*, Q.C., and *Scrutton; Farwell*, Q.C, and *J. Cutler.* SOLICITORS, *E. Chester; H. Bentwich.*

[Reported by J. F. WALEY, Barrister-at-Law.]

Re **BRIDGER; THE BROMPTON HOSPITAL FOR CONSUMPTION** *v.* **LEWIS**—North, J., 1st November.

WILL—CONSTRUCTION—MORTMAIN AND CHARITABLE USES ACT, 1891, s. 9.

By his will, dated the 29th of June, 1891, Mr. Walter Bridger gave the residue of his estate, consisting of real and personal property, to trustees in trust to pay the income thereof to his wife for her life, and after her death in trust "to pay such part of my said residuary trust estate which may by law be given for charitable purposes unto the Brompton Hospital for Consumption." And the testator gave "the rest and remainder of the said residuary trust estate upon trust for my wife's niece Elizabeth Williams absolutely." The testator died on the 20th of February, 1892, and his widow died shortly afterwards. The Mortmain Act of 1891, enabling land and impure personalty to be given by will for charitable purposes, was passed on the 5th of August, 1891, subsequently to the date of the testator's will, but before his death. Section 9 provides that the Act "shall only apply to the will of a testator dying after the passing of this Act." On summons to have it declared who was entitled to the testator's residuary estate, it was contended, on behalf of Miss Williams, that the charitable bequest was to be taken to refer to the law as it was at the date of the testator's will, and that the testator could only have intended to leave his pure personalty to the hospital.

NORTH, J.—This case is settled by the language of the Act. As I understand them, the words of section 9 mean that the Act is to apply to the will of a testator dying after the passing of the Act. I am asked to say that this means the Act shall only apply to a will made or confirmed by codicil after the passing of the Act. This is entirely different from what the Act intended. For otherwise, why should "dying" after be referred to if that is not the important point? I cannot treat the Act as not meaning what it says, which I should do by holding that the words referred to the date of the will, and not to the date of the death. The testator might, no doubt, have expressed a contrary intention, as if, for example, he had said, "All that I can as the law now stands give to charity." But I cannot so read his will. I think the testator did intend to give all he could to charity, and that the words "may by law be given" refers to the time at which the will should take effect. The hospital, therefore, were declared entitled to the whole of the residue.—COUNSEL, *Ingle Joyce; Sir A. T. Watson*, Q.C., and *J. T. Prior; Cozens-Hardy*, Q.C., and *Charles Crawley.* SOLICITORS, *Stanley Evans; Norton, Rose, Norton, & Co.*

[Reported by C. F. DUNCAN, Barrister-at-Law.]

Re **PERKINS (Deceased); PERKINS** *v.* **BAGOT**—North, J., 25th October.

WILL—CONSTRUCTION—POWER OF APPOINTMENT EXERCISED SUBJECT TO CONDITION—EXCESS OF POWER—FRAUD ON POWER—HOTCHPOT CLAUSE—INTENTION.

This was a summons taken out by the trustees of the will of H. Perkins, deceased, to determine certain points in connection with the wills of H. Perkins and E. Bagot, deceased. The circumstances which rendered this summons necessary were as follows. By his will, dated the 6th of December, 1851, Henry Perkins devised his freehold hereditaments at Hanworth, Feltham, in the county of Middlesex, to his trustees, to the use of his son, Algernon Perkins, for life, with divers limitations over in favour of his issue, and in the event of the failure of such issue (which event occurred) to the use of his trustees in trust for sale and investment. And he directed his trustees to "stand possessed of and interested in one third part of the said last-mentioned trust moneys upon trust." "That they shall and do pay the annual income thereof unto my daughter, Sophia Paley, the wife of Thomas Paley, Esq., for her sole and separate use," and after the death of the said Sophia Paley, testator declared that his trustees should "stand and be possessed and interested in the said one-third in trust for all and every or such one or more exclusively of the other or others of the said children or more remote issue of the said Sophia Paley (such issue to be born in her lifetime) as the said Sophia Paley shall, by any deed or will, appoint, and in default of such appointment and so far as no such direction or appointment shall extend, in trust for all and every the children and child of the said Sophia Paley, who, whether in her lifetime or after her decease, being sons or a son, shall attain the age of 21 years, or being daughters or a daughter, shall attain that age or marry under it, and if there be but one such child the whole to be in trust for such one child." Testator then declared that another equal one-third portion of the said trust moneys should be held on the same trusts for another daughter, Selina Scriven, and her issue and continued: "And as to the remaining one-third part of the said trust money upon such or the like trusts and with, under, or subject to such or the like powers and provisions in all respects in favour of or relating to my daughter Matilda, the wife of Edward Bagot, her children or child, or more remote issue, and with such restrictions or qualifications during the life-time of the said Matilda Bagot as are hereinbefore declared in favour of, or for the benefit of, or relating to the said Sophia Paley, and her child or children or more remote issue of, or concerning the one equal third part, the trusts whereof are firstly hereinbefore declared of the said trust moneys, and the annual income thereof, in the same manner in all respects as if the same trusts powers and provisions had been here repeated, with the substitution of the name of the said Matilda Bagot for that of the said Sophia Paley." The usual hotchpot clause followed in respect of the shares of the said Sophia Paley, Selina Scriven and Matilda Bagot, and their issue in the said trust moneys. The testator then bequeathed a sum of money known in the will as the Note Account "with, under, and subject to the same powers, provisions, and declarations" as he had declared concerning the clear proceeds to arise from the sale of his said hereditaments at Hanworth in the event of the failure of issue of his said son. The testator also appointed that a fund known as the Randall Fund, over which he had a power of appointment after the death of one Elizabeth Randall, should, on the happening of that event, be transferred to his trustees to be held on the same trusts. The testator died on the 15th of April, 1855, and his will was proved on the 23rd of August, 1855. E. Randall died on the 19th of March, 1860. Matilda Bagot had four children, Ponsonby Bagot, Villiers Spencer Bagot, Evelyn Harriet, wife of A. W. Bernal, and Ethel Jane, the wife of G. Paton, all of whom attained twenty-one years. Under or by virtue of certain deeds of appointment and other instruments executed by Matilda Bagot, E. H. Bernal and E. J. Paton respectively, the whole of the share of Matilda Bagot and her issue in the trust moneys, other than the Randall Fund, stood limited as to £21,300 in trust for E. H. Bernal for her life, with remainder to her children, and as to £21,300 in trust for the trustees of the marriage settlement of Jane Paton. Portions of the Randall fund had also been appointed by Mrs. Bagot to each of her four children. Under the will of her deceased husband, E. Bagot, dated the 7th of May, 1870, and two codicils thereto, dated the 8th of January, 1872, and the 24th of October, 1872, Mrs. Bagot was entitled to the possession of certain furniture or the interest of the money arising therefrom, if sold, and her two sons above named to the possession of the furniture, or to the money arising from the sale thereof at her death. The furniture was sold in Mrs. Bagot's lifetime. By her will, dated the 5th of March, 1881, Mrs. Bagot, after reciting her power of appointment under the will of her father, the said H. Perkins, and that she had appointed the greater part of the said one-third part of the trust money, stocks, funds, and securities in favour of her two daughters, Evelyn Harriet Bernal, since deceased, the wife of Augustus W. Bernal, and Ethel Jane Paton, the wife of George Paton, respectively, and that the only part of the said one third of the stocks, funds, and securities then remaining unappointed, consisted of a sum of £713 10s. 10d. Consolidated £3 per Cent. Annuities, in pursuance and in exercise of the power and authority to her limited, and of all other powers and authorities enabling her in that behalf, appointed the said sum of £713 10s. 10d. Consolidated £3 per Cent. Annuities, and all other the trust moneys, stocks, funds, and securities over which she had a power of appointment under the will of her said father, and which had not been appointed by her as aforesaid, should after her decease be held by the trustees or trustee for the time being of the said will upon trust to her sons P. Bagot and V. S. Bagot in equal shares on condition "that they give up all claims to the proceeds of the sale of

the effects in the house at Dover, and sign a release to my executors of all claims to any portion of the produce of the sale within three calendar months of my decease." In the event of their refusing to comply with the condition testatrix directed the share to be held on trust for E. J. Paton absolutely. The whole scope of the will was to benefit Charles Edward Ormerod, a stranger to her family, whom the testatrix appointed one of her executors, and residuary legatee; her own family being in other respects completely ignored. The testatrix died on the 31st of July, 1889, and her will was proved on the 31st of December, 1889. At her death the interest of her family in the Randall fund consisted in a sum of £713 10s. 2¾d., three per cent. consolidated annuities and a sum of £913 10s. 2¾d., part of a sum of £10,000 advanced on mortgage by the trustees of the will of H. Perkins, deceased. The summons asked that it should be determined if the appointment contained in the will of Mrs. Bagot was a valid appointment of the unappointed portion of the Randall trust fund, and whether or not it was subject to the condition aforesaid. In the event of the said appointment being invalid, it was asked if the representatives of E. H. Bernal or of E. J. Paton, or the sons of the deceased testatrix, could participate in the fund without bringing into hotchpot all sums previously appointed or advanced to them under the will of H. Perkins. It was argued that this was a case in which the appointment to the sons was good, and that the condition was bad only as an excess on the power, and that the case was covered by the rule laid down in *Alexander* v. *Alexander* (2 Ves. sen. 644), *Sadler* v. *Pratt* (5 Sim. 632), and *Watt* v. *Crake* (3 Sm. & Giff. 96, 98), were relied on. On the other hand, it was argued, as the whole object of the execution of the power was intended to be for the benefit of Ormerod, by compelling the defendants Ponsonby Bagot and Villiers Spencer Bagot to abandon their claim against the estate of the testatrix for the value of the furniture sold, and so to augment the residuary estate in the interest of Ormerod, that the appointment was a fraud on the power, which was in truth exercised only for the benefit of a stranger, and not of one of its objects: *Hay* v. *Watkins* (3 D. & W. 339), *Duke of Portland* v. *Topham* (11 H. L. 32), *Re Marsham* (4 Drew. 594). *Whelan* v. *Palmer* (39 Ch. D. 648) and Farwell on Powers, p. 342, were cited in support of this view. On the second point it was argued that it was the intention of the testator to make only one fund, and that there was only one general hotchpot clause. On the other hand it was maintained that the testator had practically repeated his hotchpot clause twice. If he had intended otherwise, he would have made a general hotchpot clause. The representatives of E. H. Bernal and E. H. Paton could share in the Randall Fund without accounting for sums advanced to them from other funds.

NORTH, J., held as to the first point that the object of the testatrix being simply to enlarge her residuary estate for the benefit of her residuary legatee, and the appointment being made solely to effect this object, this was not a case where the execution of a power could be treated as good, and the excess void. The testatrix was abusing her power and making an appointment for her own purposes; she was committing a fraud on the power, so that consequently the appointment was bad, and the shares must go as if unappointed. On the second point he held that the object of the testator was to hand over the funds known as the Note and Randall funds to his trustees on the same (and not similar) trusts as those which he had declared in reference to his real estate. Testator's intention was to create one and not three funds, and the trusts as to the fund were declared once for all, and not three times or by way of reference. There was therefore one general hotchpot clause applying to all the sums of money in the hands of the trustees.—COUNSEL, *Coltman; J. W. Clark; C. Bramley; L. Sebastian.* SOLICITORS, *Marson & Sons; Dunster & Chapman.*

[Reported by G. B. M. COORE, Barrister-at-Law.]

Re **TATHAM, BENSAUDE** *v.* **HASTINGS**—Stirling, J., 27th October.

DIVORCE—ANNUAL SUM TO BE PAID TO WIFE FOR LIFE—ALIMONY—RIGHT OF WIFE TO PROVE AGAINST INSOLVENT ESTATE OF HUSBAND—20 & 21 VICT. C. 85, S. 32.

This was a claim by Mrs. Tatham, formerly the wife of the testator, to be admitted to proof as a creditor in an action for the administration of his estate. On the 2nd of February, 1889, the marriage was dissolved on the wife's petition, and on the 19th of November, 1889, an order was made by the Probate Division that the husband should pay or cause to be paid to the wife a permanent allowance of £300 per annum; and it was to be referred to one of the conveyancing counsel of the Chancery Division to settle and approve of a deed to secure such annual payment. It was further ordered that the husband should pay to the wife a sum of £75 per annum, payable quarterly, for the maintenance of the only child of the marriage. The testator appealed, and on the 18th of December, 1889, the Court of Appeal dismissed the appeal with costs, but added the words "until further order" to that part of the order dealing with the payment of £75 per annum. The deed was prepared and engrossed, but was never executed by the husband, who left the country and died abroad insolvent. On the wife claiming to be entitled as a creditor for the sum of £300 per annum for her life, the chief clerk allowed her to rank as a creditor only for such proportion of the £300 as had accrued down to the date of death of the testator. This was an appeal from that decision. Counsel for the applicant, the wife, contended that the order made by the Court of Appeal was an absolute order, which could not be varied under any circumstances, and that the allowance must be paid for her life, and therefore she was entitled to claim for the capital value of her annuity. He relied upon *Harrison* v. *Harrison* (36 W. R. 748, 13 P. D. 180). It was contended, *contrd*, that the order was a personal order on the husband, and was only binding on him during their joint lives: 20 & 21 Vict. c. 85, s. 32. The allowance was in the nature of alimony, arrears of which could not be proved for in the event of bankruptcy: *Linton* v. *Linton* (33 W. R. 714, 15 Q. B. D. 239), *Bailey* v. *Bailey* (32 W. R. 856, 13 Q. B. D. 855), and *Re Robinson* (33 W. R. 17, 27 Ch. D. 160).

STIRLING, J., after stating the facts, said that the order of the Court of Appeal was clearly an order for the payment of £300 per annum to the wife for her life. Any doubt on the subject was removed by the order to the conveyancing counsel to the court to settle the deed. It was argued that the allowance was in the nature of alimony, but that was entirely removed by the judgments of the Court of Appeal in *Harrison* v. *Harrison* (*ubi suprâ*). The cases cited to his lordship were in other classes of cases; in *Linton* v. *Linton* (*ubi suprâ*) the order was made upon section 1 of the Act 29 & 30 Vict. c. 32. This was an absolute order by the Probate Division that the husband should pay to the wife an annuity of £300 for her life. Such orders could be enforced under section 52 of the Matrimonial Causes Act, 1857 (20 & 21 Vict. c. 85). The wife must be admitted to prove as a judgment creditor for her life annuity.—COUNSEL, *E. Ford; Macaskie* and *Firminger*. SOLICITORS, *Pemley & Co.; Lowless & Co.*

[Reported by W. S. GODDARD, Barrister-at-Law.]

High Court—Queen's Bench Division.

Ex parte **HENRY BROWN**—2nd November.

MILITARY LAW—OFFENDER "SUMMARILY DEALT WITH" BY COMMANDING OFFICER—SUBSEQUENT TRIAL BY COURT MARTIAL—ARMY ACT, 1881 (44 & 45 VICT. C. 58), S. 46, SUB-SECTIONS (1) AND (7)—CERTIORARI.

Henry Brown, a private of the Cheshire Regiment, moved *ex parte* for a writ of *certiorari* calling on the Judge-Advocate-General to bring up the conviction of himself (Brown) by a district court martial at Chester, sentencing him to reduction to the ranks and a fine of £15 on charges of embezzlement and neglect, on the ground that the court martial had no jurisdiction, the applicant having been already summarily dealt with by his commanding officer and discharged. It appeared that the applicant, then a sergeant in the regiment, was charged with embezzling two sums of £5 and £10, the property of the officers commanding his company, and alternatively with causing the loss of the moneys by negligence. The commanding officer took evidence on the charges, remanded the applicant for three days, and then discharged him, on the ground that there was no evidence. Subsequently, in obedience to orders received from the general commanding the district, requiring him to remand applicant to a district court martial, the commanding officer so remanded him, and he was tried and sentenced. The applicant contended in person that section 46 of the Army Act of 1881, sub-section 7, which enacts that "an offender shall be liable to be tried by court martial for any offence which has been dealt with summarily by his commanding officer," applied equally to a case of acquittal as of conviction by such officer, the section providing in sub-section 1 for the dismissal of the charge if the commanding officer in his discretion thought it should not be proceeded with.

POLLOCK, B., remarked that it had been decided that if a commanding officer inadvertently or without full knowledge of the facts dealt summarily with a case, the offender could not be tried by a court martial for that offence.

THE COURT (POLLOCK, B., and HAWKINS, J.) granted a rule.

[Reported by J. P. MELLOR, Barrister-at-Law.]

PUDNEY *v.* **ECCLES**—31st October.

GAME—DEALING IN GAME WITHOUT LICENCE—EXPOSING FOR SALE AND SELLING HARE AND BLACK GAME KILLED IN RUSSIA—GAME ACT, 1831 (1 & 2 WILL. 4, C. 32)—2 & 3 VICT. C. 35—23 & 24 VICT. C. 90, SS. 13, 14—24 & 25 VICT. C. 91, S. 17.

This was a case stated by a metropolitan police magistrate. On the 24th of March, 1892, the respondent Eccles exposed for sale in his shop, 325, Old Kent-road, a hare and a brace of black game, which he on the same day sold to the appellant Pudney, who was an officer of Inland Revenue. The respondent at the time of such sale did not hold an excise licence to deal in game. The hare and black game had been killed in Russia and imported into this country for sale. The brace of black game were of the same species as, and indistinguishable from, the black game found in the United Kingdom, and named in section 2 of the Game Act, 1831, and the hare was of the same species as, and indistinguishable from, the hares found in Scotland (commonly called blue hares), and named in section 2 of the Game Act, 1831. An information had been preferred against the respondent charging him with dealing in game without having in force an excise licence as required by 23 & 24 Vict. c. 90, s. 14. The magistrate dismissed the information, being of opinion that on these facts no excise licence was required by the respondent. By 23 & 24 Vict. c. 90, s. 14, every person dealing in game in England, Scotland, or Ireland is required to obtain an excise licence upon payment of the duty of £2, and any person who purchases or sells or otherwise deals in game before he obtains such a licence is to forfeit the sum of £20. By 24 & 25 Vict. c. 91, s. 17, it is enacted that "in any information exhibited for recovery of the said penalty it shall be sufficient to allege, and upon the trial thereof to prove, that the defendant dealt in game without the licence required by the said first-mentioned Act"—viz., 23 & 24 Vict. c. 90. By section 13 of 23 & 24 Vict. c. 90 all the clauses, provisions, and penalties of the Game Act, 1831, and of 2 & 3 Vict. c. 35 (which Acts were applicable to England only), relating to dealers in

game and to the selling of game are, so far as the same are consistent with the provisions of 23 & 24 Vict. c. 90 and as the same are altered or amended by that Act, to extend to and be of full force and effect in and throughout the United Kingdom, and are to be observed, applied, and enforced as if the same, so altered and amended and made consistent with the express provisions of that Act, had been therein repeated and specially enacted. By section 2 of the Game Act, 1831, it was enacted that the word "game" shall, for all purposes of that Act, be deemed to include hares, pheasants, partridges, grouse, heath or moor black game, and bustards.

THE COURT (MATHEW and BRUCE, JJ.) dismissed the appeal.

MATHEW, J.—I am of opinion that the magistrate was right. The question is whether the fact that this person has not procured a licence renders him liable to prosecution, seeing that the birds and hare he sold do not belong to the United Kingdom, but come from abroad. You can only construe the later Acts by reference to the former Act of Will. 4. The licence was intended to apply to English game only.

BRUCE, J.—I am of the same opinion. I think the later statutes must be read with the earlier. Appeal dismissed.—COUNSEL, *Danckwerts; Sutton.* SOLICITORS, *Solicitors to the Inland Revenue; Solicitors to the Treasury.*

[Reported by J. E. ALDOUS, Barrister-at-Law.]

CORPORATION OF LEICESTER *v.* **FRANK BROWN**—26th October.

PUBLIC HEALTH (BUILDINGS IN STREETS) ACT, 1888 (51 & 52 VICT. c. 52), s. 3—"BUILDING"—MEANING OF TERM—JURISDICTION OF JUSTICES—JURISDICTION OF HIGH COURT.

This was a case stated by justices of the borough of Leicester. The appellant Brown was a photographer carrying on his business in a house fronting a street called the London-road, and at the corner of a street called Saxe-Coburg-street, within the district of the urban sanitary authority of the borough of Leicester He had erected a wooden structure in front of his house and fronting to the London-road, and at a spot thirty feet beyond the front main wall of the house on one side and twenty-seven feet beyond the front main wall of the house on the other side. The structure was nine feet six inches long, three feet wide from back to front, and seven feet high. It was roofed over, had a glass front, and a door to enter by at one end. It was fastened to the ground by four posts, forming part of the structure, and let into the ground to the depth of nine to twelve inches. It was used by the appellant for the purpose of exhibiting photographs therein, but there was no approach to it for the public. The appellant's house had no shop window fronting the London-road, and the structure served the purpose of a shop window. The structure had been erected by the appellant without the consent of the urban sanitary authority. An information had been preferred against the appellant under section 3 of the Public Health (Buildings in Streets) Act, 1888, for erecting a building beyond the front main wall of the house without the consent of the urban sanitary authority. The justices had convicted the appellant, being of opinion that the structure was a "building" within the meaning of section 3 of the Act. The justices had also convicted the appellant upon an information for building an addition to the house beyond the front main wall without the consent of the urban sanitary authority, and there was an appeal from this conviction, but it was not argued, and is not material to this report. Section 3 of the Act enacts that "it shall not be lawful in any urban district, without the written consent of the urban authority, to erect or bring forward any house or building in any street, or any part of such house or building, beyond the front main wall of the house or building on either side thereof in the same street."

THE COURT (POLLOCK, B., and HAWKINS, J.) dismissed the appeal.

POLLOCK, B.—In this case the object of the structure is that it may assist in the carrying on of the business of the photographer. The statute does not say "house or *other* building," it says "house or building," and it may well contemplate such a structure as this. This particular thing is thirty feet beyond the front of the house, nine feet six inches long, three feet wide, and seven feet high, there is a door to enter at one end of it, and it is fastened to the ground. It is to be there permanently for the purpose of trade. It seems to me that it is a structure of such a nature that it may properly be called a building.

HAWKINS, J.—I think there would have been a good deal in the argument addressed to us on behalf of the appellant if we had been jurors. My mind is not altogether clear as to whether this is a building, but on the whole I think it is. If the structure were larger, and used for the purpose of taking photographs, I think it would be a building. There may be circumstances where it is quite impossible, as a point of law, that a structure could be a building. But where it is a question of fact whether it is intended to be permanent so that it can be a building, two people may take different views, and the magistrates are invested by the Legislature with power to decide. They have exercised their discretion. They have jurisdiction to determine the fact, and they have determined it, and, therefore, we have no jurisdiction to review their decision. Appeal dismissed.—COUNSEL, *Toller; Rawlinson.* SOLICITORS, *Field, Roscoe, & Co.*, for *Storey*, Leicester; *Morse & Simpson*, for *Parsons, Wykes, & Davis*, Leicester.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

ELLIS *v.* **THE LONDON COUNTY COUNCIL**—7th November.

METROPOLIS MANAGEMENT—BOUNDARY FENCE WITHIN PRESCRIBED DISTANCE FROM CENTRE OF ROAD—STREET LAID OUT BEFORE 1878—METROPOLIS MANAGEMENT ACT, 1855 (18 & 19 VICT. c. 120), s. 250—METROPOLIS MANAGEMENT AND BUILDING ACTS AMENDMENT ACT, 1878 (41 & 42 VICT. c. 32), s. 6.

This was an appeal from the decision of a magistrate sitting at the Woolwich Police Court, ordering the appellant to comply with a notice served upon him by the London County Council, which notice alleged that certain shops had been constructed by the appellant in such a manner that the external fence or boundary of the forecourts or other places in front of such shops was at a distance of less than twenty feet from the centre of a roadway called Church-lane, and requiring him to comply with the provisions of the Metropolis Management and Building Acts Amendment Act, 1878, in respect thereof. Church-lane was a very old carriageway, and part of the land fronting on the east side thereof had been laid out for building and had been built upon for many years previously to the year 1878, the land on the west side of the lane being open fields. In 1891 the appellant built the shops above mentioned, and erected on the southern boundary of the forecourts the fence complained of, which extended to a point within twenty feet of the centre of Church-lane. The question was whether by so doing he had infringed the provisions of the Metropolis Management and Building Acts Amendment Act, 1878. That Act provides (section 6) that "no house or building begun to be constructed after the passing of this Act shall be constructed or begun to be constructed, and no house or building shall be extended or begun to be extended in such manner that the external wall or front of any such house or building, or if there be a forecourt or other space left in front of any such house or building the external fence or boundary of such forecourt or other space, shall be at a distance less than the prescribed distance from the centre of the roadway of any road, passage, or way . . . being a highway without the consent in writing of the board" (now the county council). And the section contains a proviso that "the construction or extension of any house or building in or abutting upon any street existing, formed, or laid out for building at the time of the passing of this Act may be begun and completed in like manner in every respect as if the preceding provisions of this section had not been made." By section 5 the Metropolis Management Act, 1855, is to be construed as one with the Act of 1878, and by section 250 of the Act of 1855 "street" is defined to include "any highway." It was contended on behalf of the appellant that Church-lane was a street laid out for building at the time of the passing of the Act of 1878, and that, therefore, the appellant was not prevented by any of the provisions of section 6 from building his fence in the manner described. The magistrate had held that Church-lane was not a street within the meaning of the Act, and the respondents contended that his finding upon that point was conclusive: *Maude* v. *Baildon Local Board* (10 Q. B. D. 394). That case was, however, questioned in *Corporation of Portsmouth* v. *Smith* (13 Q. B. D. 184) and *Jowett* v. *Idle Local Board* (36 W. R. 138). They also argued that in section 6 "street" was used in its popular sense, and not according to its meaning as defined by section 250 of the Act of 1855, and referred to *Robinson* v. *Barton-Eccles Local Board* (32 W. R. 249, 8 App. Cas. 798) and *Taylor* v. *Metropolitan Board of Works* (15 W. R. 765, L. R. 2 Q. B. 213).

POLLOCK, B.—I do not think it necessary to give any lengthy judgment in this case, because the point before us lies within a very small compass. The contention on behalf of the appellants when before the magistrate was this: that Church-lane, which is the lane facing which these buildings were erected, was, by virtue of the definition of "street" contained in section 250 of the Metropolis Management Act, 1855, a street at the time of the passing of the Metropolis Management and Building Acts Amendment Act, 1878; the magistrate found that that was not so. It is now, I think, perfectly clear that this is not, and cannot be treated as, a mere question of fact, because where the definition given by the statute is clear, and the facts bring the road or street within that definition, it then becomes a question of law. It is true that some years back there was a great doubt upon the subject, and certain learned judges decided (and apparently certain learned lords of the House of Lords were of opinion that their decision was right) that that decision of the magistrate would be final. But it is equally clear that that case of *Maude* v. *The Baildon Local Board* has been distinctly overruled by the Court of Appeal, and it has been overruled upon grounds which actually and distinctly apply to the facts of the present case. We are invited now to find some refined distinction with regard, not to the language of the Act, but to the supposed intention of the Legislature; but it seems to me that it is too late to adopt that form of argument with regard to the subject. The result is that, according to the more recent decision, Church-lane was a street at the time of the passing of the Act of 1878, and that therefore the magistrate has come to a conclusion that is wrong in point of law, and that his order must be reversed.

HAWKINS, J.—I so entirely agree in all that my brother Pollock has said that I do not think it would be of any use for me to deliver a separate judgment. Order of the magistrate reversed.—COUNSEL, *R. Cunningham Glen; Daldy.* SOLICITORS, *Giraud & Shoppee; W. A. Blaxland.*

[Reported by T. R. C. DILL, Barrister-at-Law.]

COWAP *v.* **ATHERTON**—3rd November.

LICENSED PREMISES—SELLING DRINK AT UNLAWFUL TIME—BONA FIDE TRAVELLER—LICENSING ACT, 1874 (37 & 38 VICT. c. 49), s. 10.

This was a special case stated by the justices for the county of Chester. At the petty sessions held at Daresbury, in Cheshire, the appellant, Mary Anne Cowap, the holder of a licence for the Horns Inn, Little Leigh, was convicted of unlawfully selling intoxicating liquor to one Halsey during the time when the appellants licensed premises were required by the Licensing Act, 1874, to be closed—viz., at 9.45 a.m. on a Sunday. The special case set out the following facts. Halsey was a porter in the employ of the London and North-Western Railway Co.; his place of employment was at Acton Bridge Station, but he resided at Hartford, at a distance of more than three miles from the Horns Inn, Little Leigh, by the nearest public thoroughfare. On the Sunday morning in question

Halsey left his home at 6.30 a.m., walked to Hartford Station, a distance of three quarters of a mile, and took the train from there to Acton Bridge, a distance of two miles and a half. After 8 a.m. Halsey was free from work for the next two hours, and he walked along the road from Acton Bridge to the Horns Inn, which was less than a mile from the station. He entered the appellant's premises for the purpose of obtaining refreshment, as he would not be able to get home before noon. He was served with bread and cheese and beer. The justices held that the facts brought the case within the statute, and inflicted a fine of £2 and £1 3s. 6d. costs; but on the application of the appellant stated this case for the opinion of the court.

THE COURT (POLLOCK, B., and HAWKINS, J.) held that the facts shewed that Halsey was a *bonâ fide* traveller within the meaning of the Act, and was lawfully served by the appellant, and that the conviction was therefore wrong. Appeal allowed.—COUNSEL, *Poland*, Q.C., and *Pickford*; *Wightman Wood*. SOLICITORS, *Calley*, for *Brown*, Warrington; *Field, Roscoe, & Co.*, for *Greenall*, Warrington.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

EAST LONDON WATERWORKS CO. *v.* FOULKES—8th November.

WATER COMPANY—ARREARS OF RATE—DISPUTE AS TO OWNERSHIP—ESTOPPEL—DISPUTE AS TO ANNUAL VALUE—SUPPLY TO BATHS—REFERENCE TO OFFICIAL REFEREE—WATERWORKS CLAUSES ACT, 1847 (10 & 11 VICT. c. 17), s. 68—EAST LONDON WATERWORKS ACT, 1853 (16 & 17 VICT. c. CLXVI.), s. 72.

This was an action tried before Wills, J., without a jury, in which the company sought to recover arrears of water rates amounting to £210 7s. The defendant alleged that he was only part owner with another person of the houses in respect of which the rates were claimed, that the rates were excessive and contrary to law, and that no allowance had been made in respect of empty houses; he disputed the right of the company to make a charge in respect of the fixed baths in the houses, and contended that no action would lie until the annual value of the houses—which he disputed—had been determined by justices under the provisions of 10 Vict. c. 17, s. 68. The evidence shewed that the defendant had agreed to pay for baths, and had done so until June, 1891, when some objection was taken by him; also that he had not complained of the annual value or represented that he was not the owner until after action brought. The Waterworks Clauses Act, 1847, s. 68, provides that "the water rates, except as hereinafter and in the special Act mentioned, shall be paid by and be recoverable from the person requiring, receiving, or using the supply of water, and shall be payable according to the annual value of the tenement supplied with water, and if any dispute arise as to such value the same shall be determined by two justices." The East London Waterworks Act, 1853 (16 & 17 Vict. c. clxvi.), s. 72, provides that a supply of water for domestic purposes shall not include "as regards any house of which the annual value does not exceed thirty pounds a supply of water for baths." It was argued on behalf of the company that the defendant, having for years allowed the company to believe that he was the owner, was now estopped from denying his ownership; and, as to the charge in respect of baths, that the company were entitled to charge under section 72 of their Act, these houses being under £30 valuation. The following cases were cited:—*New River Co.* v. *Mather* (L. R. 10 C. P. 442), *East London Waterworks Co.* v. *Ketterman* (8 Times L. R. 556), and *British Empire Mutual Life Assurance Co.* v. *Southwark and Vauxhall Water Co.* (59 L. T. N. S. 321).

WILLS, J., held that the defendant, having for so long allowed the company to treat him as owner, was not now entitled to dispute his ownership of the houses. As to the annual value, he did not think there had been any such dispute as to make the question determinable by justices under section 68 of the Waterworks Clauses Act, 1847. The official referee would, therefore, inquire into that question. As to the empty houses, the defendant was entitled to have that question inquired into. As to the supply to the baths, the defendant had agreed to pay for it, and had done so until June, 1891; there had, however, been some previous discussion as to his liability, and he was entitled to have that also inquired into by the official referee; but it was clear that the company were not bound to supply water to the baths free of charge, and the question was, therefore, one of amount only. These questions would, therefore, be referred to the official referee, who would report to the judge. Costs reserved until the report.—COUNSEL, *Finlay*, Q.C., and *R. M. Bray*; *Channell*, Q.C., and *Rawlinson*. SOLICITORS, *Kebbell & Miller*; *Pollock & Co.*

[Reported by T. R. C. DILL, Barrister-at-Law.]

Re **STEPNEY ELECTION PETITION, RUSHMORE AND ANOTHER *v.* ISAACSON**—31st October and 4th November.

PARLIAMENT—ELECTION PETITION—METROPOLITAN BOROUGH—PLACE OF TRIAL—PARLIAMENTARY ELECTIONS ACT, 1868 (31 & 32 VICT. c. 125), s. 11, SUB-SECTION 11—CORRUPT AND ILLEGAL PRACTICES—TIME FOR DELIVERY OF PARTICULARS—RULES OF COURT FOR TRIAL OF ELECTION PETITIONS, 1868, RR. 6, 7.

In this case there were two motions before the court. The first was an application by the petitioner to fix the trial of the petition within the borough of Stepney, sub-section 11 of section 11 of the Parliamentary Elections Act, 1868, providing that in the case of a borough within the metropolitan district the petition may be heard at such place within the district as the court may appoint. The application was based upon affidavit, shewing that about 170 witnesses would have to be subpœnaed for the petitioners; that it would be extremely inconvenient if they were compelled to attend for a considerable time away from their work; that the petition ought to be heard amongst the people whom it chiefly concerned, and that there was a convenient building for the purpose.

THE COURT (POLLOCK and HAWKINS, JJ.) dismissed the application, holding that there would be no inconvenience in the petition being heard at the Royal Courts of Justice, inasmuch as the petitioner need only subpœna some twenty witnesses per diem; further, the building in Stepney might prove inconvenient.

The second motion was an application by the respondent to enlarge the time for the delivery of certain particulars ordered to be delivered by the petitioner by Barnes, J., from seven to ten days before the hearing of the petition. The particulars ordered, which were of the fullest description, had reference to the following charges and allegations in the petition:—viz., (1) of bribery, undue influence, and treating by the respondent, and (2) by his agents; of (3) illegal payments for premises and the exhibition of bills; of (4) procuring prohibited persons to vote, and of such having voted; of (5) payments for election expenses otherwise than through the election agent; of (6) money provided for such payments; of (7) payments for bands, flags, &c.; of (8) illegal employments; of (9) illegal hiring; of (10) election expenses illegally omitted from, and misstatements in, the return of expenses; of (11) failure to comply with the Corrupt Practices Act by the respondent and his agent, and of corrupt practices by the agent in respect to the return; of (12) election expenses incurred in excess of the maximum allowed; and (13) of general bribery and treating. The petitioner claimed (1) to void the election; (2) the seat for the unsuccessful candidate. Upon the hearing of the motion on the first occasion, the application was made unsupported by affidavit of any special circumstances. This course the court held to be insufficient, but allowed an adjournment to enable the applicant to prepare an affidavit. At the adjourned hearing an affidavit by the solicitor to the respondent in the petition was read, which set forth alleged special difficulties in the case, owing to the size and nature of the constituency, there being some 6,000 voters and a population of 58,000. It was contended by counsel in support of the motion that, although a seven days' order was the usual order, yet that most of the cases in which it had been made were cases of small constituencies, and that this was no hard-and-fast rule of practice, as was shewn, in effect, in the *Hereford case* (*Lenham* v. *Barber*) (10 Q. B. D. 293). It was argued by counsel for the petitioner against the motion that the object of "limiting such orders to seven days was to prevent, so far as possible, any tampering with witnesses, and, further, that, inasmuch as the seat was claimed, an extension of time from seven to ten days would anticipate the scrutiny list, and would make the present order for particulars bad for want of jurisdiction, inasmuch as it would give ten days for particulars for which only six were allowed by rule 7 of the Rules of Court in election petitions under the Parliamentary Elections Act, 1868 (31 & 32 Vict. c. 125). In order to meet the latter difficulty it was agreed by counsel to confine the order for particulars to those allegations which went to the voiding of the election, and not to the scrutiny, by limiting the particulars in paragraphs 4, 6, 7, and 8 to the charges against the candidate and his election agent.

THE COURT (POLLOCK, B., and HAWKINS, J.) allowed the application. The only question now before the court was whether the particulars ordered should be delivered ten days before the trial instead of seven. In substance the rule in vogue in such matters should be observed. In ordinary civil actions, when there were a large number of witnesses, ten days would not be unreasonable. Election petitions involved sometimes protracted preliminary inquiries, and the time fixed for delivery of particulars ought to depend upon the population, the area, and the number of witnesses. Here ten days would seem to be reasonable and well within the power of the court to order.—COUNSEL (1st motion), *Robson*, Q.C., *& Roskill*; *Coward*: (2nd motion) *Roskill*; *Coward*. SOLICITORS and AGENTS, *Field, Roscoe, & Co.*; *Baylis & Pearce*.

[Reported by J. P. MELLOR, Barrister-at-Law.]

MALLEY *v.* SHEPLEY—3rd November.

PRACTICE—APPEAL FROM COUNTY COURT—NOTICE OF MOTION, SERVICE OF—SERVICE UPON LONDON AGENT OF COUNTRY SOLICITOR—REMITTED ACTION.

This was an appeal from a decision of his honour Judge Sir R. Harington setting at the County Court of Worcester holden at Stourbridge. The question was whether after an action had been remitted from the High Court to the county court, a notice of appeal from a decision of the county court judge could be served on the London agents of the solicitor for the plaintiff. Upon the writ which was issued in the High Court was endorsed the name of the London agents of the solicitor for the plaintiff, and their address was mentioned as well as that of the country solicitor as the address for service. Upon the application of the plaintiff the action was remitted to the Worcester County Court, and a few days later the plaintiff lodged with the registrar the documents and statements required by ord. 33, r. 1, of the County Court Rules, 1889, which include the writs and particulars of claim. The registrar thereupon, in accordance with the rule, gave notice to the parties of the day appointed for the trial, and annexed to the notice to the defendant a copy of the particulars. Upon the particulars was endorsed the name of the country solicitor, and his address was mentioned as the address for service. The action having been tried, notice of appeal from the judgment of the county court judge was served on the London agents of the plaintiffs' solicitor.

THE COURT (BRUCE and KENNEDY, JJ.) held that the service of the notice of appeal upon the London agents after the defendant had received the notice from the registrar with the copy of the particulars annexed, was bad. The address given in the particulars lodged with the registrar was a fresh address for service substituted for the address endorsed upon the writ. As the point was a fresh one and there had been a slip, the appeal was heard by virtue of the power given to the court by ord. 59, r. 16, but the court had some difficulty in arriving at the conclusion that the

appeal ought to be heard.—Counsel, *Ernest Pollock; Macaskie.* Solicitors, *Charles Robinson & Co*, for *W. Waldron*, Brierley Hill; *A. H. Arnould & Sons*, for *J. Higgs*, Brierley Hill.

[Reported by J. E. Aldous, Barrister-at-Law.]

Bankruptcy Cases.

Ex parte **MASON**, *Re* **SMITH**—Q. B. Div., 28th October.

Receiving Order—Arrears of Debtor for Supply of Gas—Discontinuance of Supply by Gas Company—Right of Company to demand Payment of Arrears from Official Receiver before continuing Supply—Gas Acts, 1860 and 1871—Bankruptcy Act, 1883, ss. 9, 70.

An important question was raised in this case with reference to the position of the official receiver where a debtor at the time when the receiving order is made against him is in debt in respect of his gas. The receiving order was made against the debtor on the 22nd of February, 1892. The debtor was the owner of the Bon Marché, at Brixton, and was in arrear for gas used in his business up to Christmas, 1891, in the sum of £173 due to the South Metropolitan Gas Co. On the 20th of February, 1892, he sent a cheque for the amount, but this cheque was not presented at the bank until the 24th of February, after the receiving order had been made, and payment was in consequence refused. The gas company thereupon cut off the supply of gas, and declined to reconnect it at the request of the official receiver until cash had been given for the cheque. The official receiver eventually paid the £173 under protest, and application was now made to the court by the trustee in the bankruptcy that this sum might be repaid to him, the question turning in great measure on whether the official receiver could be said to be an "occupier" within the meaning of the Gas Acts. Section 11 of the Act of 1871 provides that "the undertakers shall upon being required so to do by the owner or occupier of any premises situate within twenty-five yards from any main of the undertakers, or such other distance as may be prescribed, give and continue to give a supply of gas for such premises under such pressure in the main as may be prescribed, and they shall furnish and lay any pipe that may be necessary for such purpose" subject to certain conditions therein specified, and then follows the proviso, "provided always that the undertakers may after they have given a supply of gas for any premises by notice in writing require the owner or occupier of such premises within seven days after the date of the service of such notice to give to them security for the payment of all moneys which may from time to time become due to them in respect of such supply in case such owner or occupier has not already given such security, or in case any security given has become invalid or is insufficient and in case any such owner or occupier fails to comply with the terms of such notice, the undertakers may, if they please, discontinue to supply gas for such premises so long as such failure continues."

Vaughan Williams, J., refused the application. His lordship said that no doubt if the matter were to come before the Legislature again strong arguments would be urged for acquiring some provision to enable a receiver under the circumstances of the receiver in the present case to insist on a supply of gas without paying the arrears of the debtor against whom the receiving order had been made. But the court had no right to strain the Act of Parliament and to insert into it by construction provisions which were not there in fact. It was conceded that the official receiver was not entitled to call on the gas company to supply him with gas unless he was an occupier or owner within the meaning of section 11. It was also conceded that there could not be two owners or occupiers of the same undivided premises at the same time. That being so, it was plain that the official receiver could not claim the supply of gas as such official receiver unless he could say the occupation of the debtor had determined. It was plain that the occupation of the debtor had not determined. The case of *Rhodes* v. *Dawson* (16 Q. B. D. 548) shewed that his estate was unaltered by the making of the receiving order, and the same premises continued to be vested in him as before. But it was further said that the contract had been put an end to. The court did not agree with that contention. Therefore it came to this, that the estate remained the same, and the contract remained the same, and by that it would seem that the occupation of the debtor remained the same. The court did not know whether there might be a possible case where the debtor might have absconded and left the premises vacant under such circumstances that he would be no longer occupier. But there was no suggestion of that in the present case, and the debtor was occupier in fact, notwithstanding the making of the receiving order and consequent appointment of the official receiver by virtue of the statute.—Counsel, *Tindal Atkinson*, Q.C., and *Muir Mackenzie; Herbert Reed*, Q.C., and *Mellor*. Solicitors, *J. A. Bartrum; Hicklin, Washington, & Pasmore.*

[Reported by C. P. Morrell, Barrister-at-Law.]

Solicitors' Cases.

Re **A SOLICITOR**, *Ex parte* **THE INCORPORATED LAW SOCIETY**—Q. B. Div., 4th November.

Solicitor—Misconduct—Receiving Trust Moneys as Banker when in Insolvent Circumstances—Consent of Owner of Life Interest.

Report of committee under the Solicitors Act, 1888. In this case the respondent had been a practising solicitor since the year 1866, and had acted as solicitor in the matter of the trusts of the will of Francis Howells. Under this will real and personal estate was devised and bequeathed to Mrs. Howells for her life, and after her death to the complainant and another upon certain trusts. It was arranged that the respondent should receive the income of the estate on behalf of Mrs. Howells, and that the capital of the personal estate should be invested in the joint names of Mrs. Howells and her trustees, and all sums so received were so invested up to the 13th of December, 1887. The charges against the respondent related to two sums—one a sum of £50 6s. 8d. paid to the respondent on the 5th of July, 1888, by the complainant for the benefit of the trust estate, the other a sum of £100 repaid to the respondent on the 8th of April, 1890, by a mortgagor to pay off a mortgage upon which part of the trust estate had been invested; both these sums were duly entered in the respondent's ledger. In January, 1890, the respondent informed Mrs. Howells of the receipt of the £50 in July, 1888, and paid her one year's interest upon it (up to the 1st of January, 1890), and she consented to his retaining the principal and paying her interest upon it until the remainder of the trust estate was got in, when all was to be invested. In May, 1891, the respondent informed Mrs. Howells of the receipt of the £100 in April, 1890, and paid her half a year's interest upon it (up to the 31st of December, 1890), and she assented to that money also remaining in the respondent's hands at interest. The respondent knew that he was in financial difficulties when he asked for and obtained Mrs. Howell's sanction to his retaining the £100, but he stated before the committee that he had been promised pecuniary assistance, and expected to be able to repay both sums when they were required for investment. Assistance was, in fact, afterwards given to him. In December, 1891, the respondent called a meeting of his creditors. He afterwards offered to pay a composition of 10s. in the pound in respect of these sums, but the complainant declined to accept this proposal, and the respondent filed his petition in bankruptcy, his statement of affairs shewing a considerable deficiency. The committee found that the respondent received and retained the two sums with the consent of Mrs. Howells without informing the complainant, and that he was unable to repay them, but they believed that he had no intention of appropriating the two sums to his own use, but retained them as a banker with the consent of Mrs. Howells (who, on a possible construction of the will, was the only person entitled to require their investment) until the remaining sum due to the estate had been received, so that the whole might be invested together.

Lord Coleridge, C.J., said that, although the committee had taken a lenient view, it was impossible to acquit the respondent of serious misconduct. He had received this money with the consent, it was true, of the person who was entitled to the life interest; but he had not disclosed to her the embarrassed circumstances in which he was at the time. He must be suspended from practice for twelve months.

Wills, J., agreed. If this money were to be jeopardized at all, the complainant (the trustee) ought to have been a consenting party as well as the tenant for life. It was not right to receive trust money in 1888 and keep it until 1891, even with the consent of the tenant for life, and it was no answer to the charge of misconduct to say that she gave her consent. Moreover, even if she were in a position to give her consent, that consent was obtained by means of a suppression of the facts; the respondent must have known that the money was in imminent danger of being lost. Ordered that Frederick Rogers Tidd-Pratt, of Kington, in the county of Hereford, solicitor, be suspended from practice for twelve months.—Counsel, *F. W. Hollams; Corner.* Solicitors, *E. W. Williamson; Crowders & Vizard.*

[Reported by T. R. C. Dill, Barrister-at-Law.]

Re **A SOLICITOR**, *Ex parte* **THE INCORPORATED LAW SOCIETY**—Q. B. Div., 4th November.

Solicitor—Misconduct—Non-disclosure to Purchaser of Mortgage upon Property sold—Undue Retention of Client's Moneys.

Report of the committee under the Solicitors Act, 1888. The following were the material facts respecting the charges against the respondent, which were, in the opinion of the committee, proved. In 1878 the respondent was secretary to the Globe Building Society, which office he held until April, 1892. In May, 1878, the respondent's brother executed a mortgage to the society of three houses for £400, to be repaid by instalments, the respondent acting as solicitor to all parties. The respondent paid the instalments from time to time on his brother's behalf, and stated that he had made himself responsible to the society for the advance as guarantor for his brother. In June, 1878, one house was sold and £125 paid off to the society. In June, 1886, the respondent acted as his brother's solicitor in carrying out the sale of another of the houses, £217 then being due on the mortgage. The respondent, who had access to the deeds as secretary to the society, delivered to the purchaser an abstract of title which contained no mention of the society's mortgage, nor did he produce the mortgage with the other documents of title. On the completion of the sale the respondent indorsed a memorandum thereof upon the original conveyance to his brother and replaced this with the other deeds of the society. The respondent's brother handed over £138, part of the purchase-money, to the respondent to pay to the society. The respondent did not pay over this sum, but continued to pay the instalments as they became due, and when these proceedings were instituted there remained due to the society £125 only, for which the house remaining unsold was sufficient security. The respondent stated to the committee that he was not aware of the importance of disclosing the mortgage to the purchaser, but it appeared that, although he had only been admitted as a solicitor for four years, he had been employed in a solicitor's office since his youth, and that he had disclosed the mortgage on the occasion of the sale of the first house in 1878. The respondent was prepared to pay the balance of £125 to the society, and to procure, at his own expense, a conveyance of the legal estate in the house sold in 1886 from the society to the person entitled. As to this charge, the committee found that the respondent was

guilty of professional misconduct, but that he had, by the payment he had made, prevented the vendor or the purchaser or the mortgagee from suffering pecuniary loss. As to the other charge, on the 21st of June, 1892, the respondent paid to the credit of the society a sum of £180, which was ascertained to be part of a sum of about £200 which had been paid to him on the 11th of January, 1892, by a mortgagor to redeem a mortgage debt due from him to the society. It appeared that the respondent, after he had received this sum on the 11th of January, was seized with severe illness, which necessitated his absence from business for a considerable time, and that the sum paid by him in June consisted in a great part of the identical notes received by him in January. The committee were of opinion that the respondent had no intention of misappropriating the money, but that he committed a grave irregularity in retaining the money from the 12th of March (when he returned home from the seaside) until the 21st of June, having ceased in April to be secretary of the society, and in omitting to inform the directors when he paid the money on the 21st of June of the particulars of the money which he had received.

THE COURT (LORD COLERIDGE, C.J., and WILLS, J.) said that the gravamen of the first charge was the omission to disclose the mortgage; the respondent's previous experience must have told him that that was wrong, and on the previous purchase he had disclosed this very mortgage. The second charge was also serious, but in both cases the respondent had done his best to repair the results of his misconduct and no one had suffered pecuniarily. That was a circumstance to be considered, but the duty of the court was not to enforce the settlement of money demands, but to exercise discipline over its officers. In the worst of the two cases he had made amends of his own motion before these proceedings were taken. Justice would be satisfied by his suspension from practice for three months. Ordered that Nicholas Brokenshire, solicitor, of 86, Lewisham High-road, Deptford, be suspended from practice for three months.—COUNSEL, *F. W. Hollams; D. Stewart Smith.* SOLICITORS, *E. W. Williamson; N. Brokenshire.*

[Reported by T. R. C. DILL, Barrister-at-Law.]

MACLEOD *v.* **THRUPP**—Q. B. Div., 28th October.

COSTS — TAXATION — SOLICITOR'S COSTS — INSTRUCTIONS FOR BRIEF — REFRESHERS.

This was a summons to review the taxation of costs in a case tried before Wills, J., and a special jury, in which, after the hearing had lasted three days, the plaintiff recovered judgment for £1,130 and costs. The taxing master disallowed a charge of £5 10s. for certain documents, reduced the item "Instructions for Brief" to £15 15s., and disallowed the leading counsel's refreshers, on the ground that, as he had not been present on the second and third days of the hearing, he was not entitled to a refresher.

THE COURT (Lord COLERIDGE, C.J., and WILLS, J.), made no order on the application, but WILLS, J., before whom the case had been tried, stated that in his opinion the case had been one of great difficulty, that all the documents used at the trial were necessary and relevant, and that the allowance of £15 15s. for instructions for brief was insufficient. The learned judge also said that he would mention the matter to the taxing master in order that a more liberal allowance might be made in respect of these two items. With regard to the disallowance of the leading counsel's refreshers, the court declined to interfere, and held that the non-attendance of counsel to the conduct of a case is a sufficient ground on which a taxing master may disallow his refresher, even though the fee marked on his brief, and the nature and duration of the case, would otherwise have entitled him to a refresher.—COUNSEL, *G. A. Scott; Clode.* SOLICITORS, *A. M. Bridley; Frank Richards & Sadler.*

[Reported by F. O. ROBINSON, Barrister-at-Law.]

Ex parte **MINOR**, *Re* **POLLITT**—Q. B. Div., 8th November.

COSTS OF SOLICITOR—PAYMENT BY DEBTOR TO SOLICITOR FOR PURPOSE OF CALLING MEETING OF CREDITORS AND PREPARING BALANCE-SHEET—EXECUTION OF DEED OF ASSIGNMENT BY DEBTOR—ACT OF BANKRUPTCY—CLAIM BY TRUSTEE FOR REPAYMENT.

This case raised a question of great importance to solicitors. The appellant, Mr. P. S. Minor, is a solicitor at Manchester, and he sought to set aside a decision of the county court judge directing him to repay to the official receiver as trustee in the bankruptcy a sum of £12 3s. 4d. received by him from the debtor under the following circumstances:—The appellant had acted as solicitor for the debtor, who in December, 1891, was indebted to him in the sum of £40 for costs. On December 11, 1891, the debtor called on the appellant for the purpose of putting his affairs before him, with the result that it was decided that a balance-sheet should be prepared and a meeting of the creditors called. Under the circumstances the appellant declined to act for the debtor on credit, and unless the costs which would have to be incurred in the matter were secured to him, and consequently on December 12, 1891, the debtor paid to the appellant the sum of £15. On that day the debtor executed a deed of assignment for the benefit of his creditors, which constituted the act of bankruptcy alleged in the petition which was afterwards presented against him, and on the application of the official receiver as trustee, the county court judge disallowed all costs of the solicitor incurred after the act of bankruptcy had been committed, and ordered him to repay the balance of the money in his hands. On the appeal it was argued that the appellant was entitled to retain the money by reason of the decision in *Re Sinclair, Ex parte Payne* (15 Q. B. D. 616); or, in the alternative, that he was entitled to set off the money so paid to him against the debt of £40 originally due to him from the debtor.

THE COURT (VAUGHAN WILLIAMS and WRIGHT, JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, J., said that the bankrupt, being in difficulties, consulted his solicitor, and at that time he was indebted to his solicitor in £40 for costs. The solicitor said that he would not go on unless he was paid for the work which he was about to do. It was common ground that the solicitor made no bargain for work which he had already done, and all that took place was a deposit of money to secure payment for future services. After the money was deposited a few services were rendered, which accounted for the difference between £15 and the £12 3s. 4d. claimed by the official receiver. After these services had been rendered the debtor committed the act of bankruptcy on which the petition was based. He assigned the whole of his property for the benefit of his creditors, and the result was that he was made bankrupt. Subsequently to the act of bankruptcy, and with full knowledge of it, the solicitor rendered further services to an extent which, apart from any question of taxation, exceeded the balance of £12 3s. 4d. remaining in his hands, and he said that he was not compelled to account to the trustee for that balance, but was entitled to keep it to pay the amount due to him for his services; and, in the alternative, he said that he could keep it to repay *pro tanto* the old debt of £40. The court was of opinion that he had neither the one right nor the other. It was suggested that the trustee ought not to have this money handed over to him by reason of the decision of *Re Sinclair, Ex parte Payne*, but the decision in that case was that where proceedings were being taken against a man to make him a bankrupt, there was a legal necessity—if such a term might be used—which compelled the courts to say that a sum of money spent to defend himself and to try to avoid adjudication in bankruptcy must be allowed to be retained by the solicitor. If it were otherwise, a debtor when attacked would be defenceless, and although, as a matter of authority, this practice was first established by Cave, J., in *Re Sinclair*, yet, in fact, it had been acted on for many years. But that decision, arising as it did from necessity, was not to be extended, and in *Re Speckman, Ex parte May* (7 Morrell's Bankruptcy Cases, 100), Cave, J., himself expressed that opinion. In his judgment in the latter case he said, "It seems to me impossible to say that what the appellants did was a necessity within the rule laid down in *Re Sinclair*. They were engaged in doing the same thing as a trustee under a deed of arrangement. They were trying to make arrangements to avoid bankruptcy, and to withdraw the estate from the Bankruptcy Court, and we never held that a man engaged in so doing is justified in charging the estate with costs incurred in that way. It would be still more monstrous if solicitors who are not trustees under a deed, and must be presumed to know the law, should be allowed to spend the money of the trustee in trying to get creditors together and avoid proceedings when it would not be allowed in the case of an ordinary trustee. This case does not fall within the principle of *Re Sinclair*, and for my part I am not prepared to extend that case in either of the directions contended for, beyond the limit laid down there." That was really what had been done in the present case, and Cave, J., said that whatever extension there might be, there was not to be that extension. Then Lord Esher, M.R., in delivering judgment in the Court of Appeal in the same case, also expressed the opinion that *Re Sinclair* was not to be extended. As to the question of set-off, the court need only say that, according to the case of the appellant, the £15 was deposited for a particular purpose, to secure due payment of services to be rendered. To attempt to apply it to services in the past was really to misapply the money, and a set-off could not be created by a wrongful act.

WRIGHT, J., concurred. Leave was given to appeal to the Court of Appeal. — COUNSEL, *Herbert Reed*, Q.C., and *Shearman; Muir Mackenzie.* SOLICITORS, *Nicholson & Crouch; The Solicitor to the Board of Trade.*

[Reported by C. F. MORRELL, Barrister-at-Law.]

SOLICITORS ORDERED TO BE STRUCK OFF THE ROLLS.

4th November.—FREDERICK WILLIAM HENRY LINDSEY (Bicester).
4th November.—EDWIN THOMAS TADMAN (4, Gray's-inn-place, London).
4th November.—CHARLES BLOMFIELD DALTON (3, Furnival's-inn, Holborn, London).
7th November.—GEORGE STEPHENSON LAWSON, sen. (69, John-street, Sunderland).

RESTRICTIONS BY LAW UPON THE LIABILITY OF SHIPOWNERS.

By J. E. GRAY HILL, Liverpool.

I.—At the last provincial meeting of the Society, I read a paper upon "Restrictions by Contract upon the Liability of Shipowners as Carriers of Goods." I now propose to offer a few remarks upon restrictions by *law* upon the liability of shipowners generally. In a valuable and interesting article upon this subject written by Dr. Raikes, in 1883, in the *Law Magazine* (1883, p. 355), the learned author traces the notion of limiting the liability of shipowners as far back as the Mosaic law relating to goring by an ox, and in a learned spirit recounts the history of it from the Old Testament times, down to the date of the passing of the Merchant Shipping Act, 1862. But the analogy between the Mosaic law and the existing laws of the United Kingdom, and of other civilized nations relating to this matter, is far from complete; the period of retrospection would be too long for my knowledge and for your patience, and the origin of the principle is not of practical importance. It is sufficient to observe that in modern times, it has been the public policy of every civilised country to encourage the building up of its mercantile marine, by limiting the liability of its shipowners in such manner as to remove from them, in a greater or less degree, the risk of ruin through a maritime disaster over which they have no personal control. Probably the fact that this policy is universally carried out, may be taken as sufficient evidence of its wisdom. Against a considerable part of the liability incurred by ship-

owners, they in practice protect themselves by special stipulations in the contract of carriage, and upon this branch of the subject I refer to my previous paper. But it is obvious that there remains a large and most important part against which no contract is available. The chief risk is that of damage done by collision at sea to third parties who are not in any contractual relationship with the owner of the vessel which does, or, to speak more correctly, is the instrument of doing, the injury in question. The amount of damage caused by collision is sometimes enormous, and of course bears no relation to the value of what may be called for the sake of convenience, the offending ship. Some years ago a large Atlantic steamer, worth about a quarter of a million sterling, with a cargo on board perhaps also worth as much, was sunk in consequence of a collision with a comparatively small sailing vessel, the value of which was, probably, not one hundredth part of the united values of the steamer and of the property on board of her. If the crew of the small vessel had been held in fault for the collision, and if her owner had been responsible without restriction for the damage caused, it is probable that he would have been ruined a hundred times over. No prudent shipowner would be willing to run such risks.

The first English statute on the subject was passed in 1734, and until that year there appears to have been no legal restriction in this country upon the common law liability of the shipowner. The principle adopted by this statute (apparently borrowed from the French Ordonnance de la Marine of 1681) was that of limiting the liability to the value of the ship and freight. This principle was maintained by the various Acts passed (particulars of which are given in Dr. Raikes' article) down to 1862, when an entirely new principle was introduced by the Legislature, in pursuance of which a sum varying with the tonnage of the offending ship was fixed upon as a limit of the liability.*a* The effect of the Merchant Shipping Act, 1862, sec. 45, is, that where, without the actual fault or privity of a shipowner, loss of life, or personal injury, is caused to any person carried in his ship, or her cargo is lost or damaged, or, by improper navigation of his ship, loss of life or personal injury is caused to any person carried in any other ship, or there is loss of or damage to any other ship or her cargo, the owner's liability is confined to £15 per ton for property and life combined, or for life alone, and to £8 per ton for property alone. The tonnage in question is the registered tonnage of sailing ships, and in the case of steamers the gross tonnage without deduction for engine room; but in both cases deduction for crew space is allowed.*b* This Act of 1862 applies to foreign as well as British ships. It is not confined to the acts or obligations of the master and crew, but absolves the owner also from his personal obligations, so that the fact that he has personally contracted to carry the cargo or passenger lost is not material. It does not prevent the master who is also owner or part-owner, merely because he is the master, from taking the benefit of the Act. The only restriction is that the owner limiting his liability, must not be in fault for, or privy to, the loss. I believe that this important change in our law was passed by Parliament in consequence of representations made to the Government of the day by the British owners of specially valuable ships, that the effect of the limitation by reference to the value of the ship and freight was to discourage owners, from building costly and, therefore, more efficient ships, and to induce them instead to become the owners of less valuable and, therefore, less efficient vessels. There was considerable force in this representation; but, perhaps, a more important point in favour of the alteration of the law then made was that it left to the injured persons a right to damages, the amount of which can be readily ascertained, and is not dependent upon the value or the continued existence of the offending vessel.

II.—I may here notice what has proved to be an erroneous apprehension entertained by Dr. Raikes in reference to the effect of the Companies Act, 1862, upon this question of limited liability. At the date of the article in question, the plan of forming single ship companies, with fully paid-up shares, was becoming common, and the author described, with indignant feelings, the great injustice which he looked forward to as likely to result from this practice. He pointed out that the limit fixed by the Companies Act, 1862, to the liability of the shareholder to the company owning the ship, stands behind the limit fixed by the Merchant Shipping Act of the same year to the liability of the company itself as owner of the ship, so that the shareholders of a single ship company enjoy the benefit of a double limitation.*c* This is quite true, but the result has not accorded with the fears entertained by Dr. Raikes. He supposes a case of a collision between two vessels resulting in the total loss of both, the one being owned by a single ship company and the other by private individuals; and he alleges that, in such an event, the company stands to win its full £8 per ton if the other ship be alone to blame, while, on the other hand, if, the company's own vessel be alone to blame it does not stand to lose anything, because it would have nothing wherewith to pay, having lost its only available asset, viz., the ship; and he also observes that the rights of the shipper of the cargo by the ship so owned, arising out of the contract of carriage, would be barred in like manner. It was apprehensions of this character which led the Right Hon. Joseph Chamberlain, M.P., to introduce clauses into a Merchant Shipping Bill which he, as President of the Board of Trade, brought into Parliament in 1884 (but which did not pass into law), the object of which was to make the shareholders of a single ship company liable beyond the amount of their shares until the limit of the statutory liability was reached. But Dr. Raikes and Mr. Chamberlain apparently lost sight of the fact that it is the almost universal practice of such companies to insure their ships and freights to their full value, and to enter the ships in shipowners' mutual protection associations. The ordinary marine policies not only insure the ship and freight, but (under the collision clause attached to them) cover three-fourths of the amount which the shipowner may have to pay to the respective owners of the innocent ship and of the goods and effects on board thereof, for loss of or damage to property by collision, while the protection associations cover the remaining one-fourth, and, in addition, all damages payable for loss of life or personal injury, and (with certain restrictions) for loss of or damage to the cargo carried by the offending ship; no part of these risks being assumed by the ordinary underwriter. Now, the policies and the benefit of the contract of protection are just as much assets of the company as the ship and freight, and are as fully available for the payment of claims upon it, and by means of these the company is enabled to discharge the whole of its liabilities up to the statutory limit. The object of this practice as to insurance is obvious. Those who take shares in a single ship company are always desirous that, in case of the loss of the ship, the whole of their capital shall be returned to them. Therefore the insurance is often kept up to the original cost price of the vessel. In the case of sailing ships, which depreciate very slowly, this practice is very general. In the case of steamers, which depreciate much more rapidly, it is less general, but it is seldom that ships so owned are insured for less than their real value. It may be supposed that where there is loss of life and the value of the ship is under £15 per ton (which is always the case with sailing ships, and almost always the case with steamers, except those engaged in the passenger trade, which are specially costly), or where there is loss of property only and the value is under £8 per ton, the contracts of insurance and protection would not cover the whole risk, and so would fail to provide a sufficient sum to meet the claims in question. But this is not so. The object being to enable the shareholders to get back their capital without deduction in case of disaster, it is not enough to insure the ship only; the contracts of protection are necessary also. As the amount payable by the underwriters in case of total loss would be assets in the hands of the company to answer claims by third parties, insurance must be affected in such manner as to provide other funds to meet those claims, so that this amount may be left free for the shareholders. As already mentioned, the usual course is for the collision clause in the marine policy to cover three-fourths of the liability for loss of or damage to the innocent ship, or the goods and effects on board thereof, up to £8 per ton, and for the protection associations to cover the remaining quarter of the £8, and, in addition, the whole of the liability, for life and personal injury, and for the cargo carried in the offending ship. It may be added, also—although it is not material to this particular question—that these associations cover, in addition, all or nearly all the claims to which the statutory limitation applies, which may arise from some cause other than collision. Single ship companies are very generally formed to own new iron ships, whether sail or steam, and the cost of these is scarcely ever less than £8 per ton. But there are cases in which a single ship company owns a ship valued in her policies at less than that amount. Marine policies on ships so valued generally provide that the underwriter is only to pay such proportion of three-fourths of the claim by third parties as the insured value of the ship bears to her value at £8 per ton, so that they do not, where the ship is valued under that amount, really cover three-fourths of the whole risk of property claims. The gap thus created is, however, often covered either by taking out a special policy, or by the entry of the ship in an association which takes this particular risk. Even where this gap is left uncovered, the effect is only that the shareholders in the ship company lose a portion of their capital, having to dip into the money recovered under the policy which insures the ship herself, in order to pay so much of the liability of £8 per ton as is not recoverable under the combined protection of the collision clause of the policy, and of the association. Thus, the lamentable results anticipated by Dr. Raikes do not usually occur in practice, and are not very likely to occur, and precautions against them are not, therefore, worthy of engaging the attention of Parliament; nor are the vessels belonging to single ship companies (now very numerous) to be looked upon as ravening wolves which can destroy, but cannot compensate for destruction. There is, indeed, one other kind of limitation conferred by the Companies Act, and not mentioned by the learned author of the article referred to, which is obtained by a single ship company, and which is of a character valuable to its shareholders, and yet, perhaps, not reasonably to be complained of by its creditors. When a company has been completely wound up and dissolved, and a period of three months has elapsed since the holding of the final meeting, it appears that in the absence of fraud no machinery exists by which a claim can be made upon it.*a* Now, in the case of a loss of a ship owned by a single ship company, the company can be—and is, in practice—wound up quickly, and by this means a bar may be obtained against claims in a much shorter time than is otherwise allowed by law. This is a particularly important point in regard to collisions, for the English Admiralty Court does not recognise any limit of time in collision cases as in itself a bar to an action,*b* and it is almost as important a consideration in Scotland, where forty years is said to be the period of limitation. But even our ordinary English periods of limitation are much too long for modern business requirements, and in these days of railways, steamships, posts, and telegraphs, if any one has a claim he can readily make it before the company can insert the necessary advertisements for claims, recover its insurance money, return its capital, hold the required meetings, and allow the statutory period of three months to elapse from the last. Dr. Raikes also mentions another system as in operation

a Sec. 503 of 17 and 18 Vict. c. 104, which entirely exempts the shipowner from liability for loss (occurring without his actual fault or privity) of cargo by fire, or of valuables stolen which were shipped without declaration of nature and value, still remains in force.

b The "Franconia," L.R. 3 P.D. 164, the "Palermo," 10 P.D. 21: the "Umbilo" (1891), P. 118; the "Zanzibar," 40 W.R. 702.

c The American statute of 1884 limits the liability of part-owners to their respective proportions of the total liability. The German and Swedish codes are to the like effect.

a Companies Act, 1862, sec. 143. "Buckley on Companies," 6th edition, p. 331, and cases there referred to.

b The "Kong Magnus" (1891), P. 223. See as to the very short time allowed until recently in France for bringing an action for damages caused by a collision, articles 435 and 436 of the French Commercial Code, and 7 Revue Internationale du Droit Maritime, 5. The law of 24 March, 1891, allows a year for an action in collision cases. Vol. 6, p. 627.

from which he anticipates direful results, and which he mentions as prevailing in the fishing trade. Under this system, he tells us that the real owners of vessels execute bills of sale of them to skippers who have little or no means, and take a mortgage for all, or nearly all, the purchase-money; and here again he contends that in the case of collision the real owner of such a vessel can say to the owner of the other colliding vessel, "Heads I win, tails you lose." If this ship is lost in collision with another, he may recover; if the other is lost, the skipper, as a man of straw, will be put forward as a defendant. I know nothing about the fishing trade, but there are, no doubt, gentlemen present, practising at Yarmouth or Lowestoft, who could enlighten us upon the subject. I would only observe that if the real transaction is that the man of substance owns the ship and appoints the master, he would be responsible, notwithstanding the bill of sale and the mortgage. If, on the other hand, the real transaction is that the skipper is the owner of the offending vessel, those interested in the innocent vessel are simply in the position of any other persons who are injured by someone who has not the means to make compensation. There is also this consideration, viz., that fishing-boats, from their size and the material of which they are built, are not likely to do much damage in collision. They are more sinned against than sinning, and are more likely to have to claim compensation than they are to be liable to make it. Dr. Raikes suggests, however, that a combination of the two systems, under which ships would be owned by single ship companies, and mortgaged (no doubt with their policies) to persons advancing upon them, would lead to great injustice. But shareholders in such companies generally object to borrow on their property, and capitalists generally object to lend on the security of a ship so owned. Even, however, assuming that a mortgage exists, and that the mortgaged ship is lost by a collision for which she was to blame, and in consequence the owners of the other colliding ship, or of the property on board the latter ship, or her crew or passengers, or their personal representatives have a claim; or that claims arise against the owners of the mortgaged ship, either out of a collision or under other circumstances, for loss of or damage to her own cargo; then, notwithstanding that the mortgagee would obtain payment of the amount for which the ship was insured in the body of the policy, and be entitled to retain it as against the creditors of the owner, yet the collision clause attached to the policy and the contract of protection combined, or the latter alone, as the case may be, will be available, and will still be sufficient to meet the amount of the statutory limit of liability. The mistake in Dr. Raikes' point of view, if I may with all respect to him call it so, is the assumption that a shipowner of any kind shapes his arrangements with a view of obtaining any advantage as against the owner of the other colliding ship in case of a collision at sea, or against his creditors in consequence of any maritime disaster. All that the shipowner wants to do is to preserve his capital intact, not to injure anyone else; and he cannot preserve his capital intact without providing a fund to meet the claims which would otherwise absorb or diminish it. Thus compensation to the statutory extent in cases of maritime disaster is almost automatically provided. I may add that although I have had a long and extensive practice in shipping cases, and have been concerned in many suits, and many arrangements out of court for limitation of liability in such cases, I never knew an instance where the amount of the statutory limit was not forthcoming.

III.—Up to this point I have been dealing with British law. I now proceed to refer to the laws of foreign countries. So far as regards the limit (in the ordinary sense) of the shipowner's liability, those laws proceed upon a different principle from that of the British statute, and although the result is occasionally more favourable to those damaged than it would be on the basis of that statute, yet many cases occur in which there is no remedy abroad where there would be a remedy, at any rate to a certain extent, in this country. I have endeavoured to ascertain the laws of the chief maritime countries of the world upon the subject of this paper, and the following is the result of my inquiries:—

United States.—An Act of Congress passed in 1851 (section 4283 of the Revised Statutes) provides that "the liability of the owner of any vessel for any embezzlement, loss, or destruction . . . of any property . . . on board . . . or for any loss . . . by collision, or for any act . . . without the privity or knowledge of such owner . . . shall in no case exceed the . . . value of the interest of such owner in such vessel and her freight then pending."[a] The value is that at the termination of the voyage, and if the ship sinks the voyage is thereupon terminated.[b] Thus in the event of total loss nothing is payable to the claimants; nor need the insurance money be accounted for.[c] The Act of Congress applies to foreign as well as to American ships.[d] It is not confined to the obligations of the master and crew, but, like the English statute, absolves the owner from personal obligations. In cases where the master is part-owner, if the disaster occurs without his privity or knowledge (as when he is justifiably asleep and the ship is under the command of one of the officers), it would seem that he can limit his liability.[e] The only restriction is that the loss must be without the privity or knowledge of the owner taking advantage of the Act. This Act expressly excluded vessels employed in inland navigation. But in 1886 (section 4) it was amended so as to extend to such vessels. Another Act of Congress passed in 1884 (section 18) provided that the liability of a part-owner of a ship shall be limited to "the proportion of any or all debt and liabilities that his individual share of the vessel bears to the whole, and the aggregate liabilities of all the owners of a vessel on account of the same shall not exceed the value of such vessels and freight pending," but it was provided that the statute should not apply to the crew's wages. This seems not only to put the part-owner in an advantageous position, but also to extend the limitation of the liability of shipowners generally to all liabilities of every kind,[a] except the wages of the crew.[b]

Laws of other Foreign Countries.—The laws of the principal other foreign countries contain provisions for enabling the shipowner to free himself from liabilities, but there is considerable difference in these laws both in form and substance. Some of them extend to all liabilities, whether arising out of the acts or contracts of the master, or out of the ordinary personal contracts of the owners; others refuse the relief in the latter case; one confines it entirely to the contracts of the master. In most cases the relief is expressed to be obtained by abandonment of the ship and freight, but in some the liability of the owner is only said to be to the *extent* of these. It is apprehended, however, that in any case the creditors are only entitled to the ship and freight as they stand after the disaster has occurred, so that the latter distinction is not of importance; and that it is in all cases immaterial whether the value be large or small, or whether the ship and freight be wholly valueless. I believe that in all the countries in which the liability is limited by abandonment, or is confined to the extent of the ship and freight, the insurance money need not be accounted for, the reason alleged being that the creditors are strangers to the contract of insurance. This appears certainly to be the case so far as regards France, Germany, Italy, Holland, and Belgium.[c] The following are the provisions of the codes, and the points decided upon the question of limitation in foreign countries other than the United States, so far as I have been able to ascertain them.

France.—Article 216 of the Commercial Code of France allows the owner in all cases to free himself from his responsibility for the acts and contracts of the master by abandonment of ship and freight. The master who is owner or part-owner cannot abandon. The insurance money need not be accounted for. This provision has been held only to apply to sea-going vessels.[d] Where a foreign ship collides with a French vessel on the high seas, and the foreign ship is to blame, the liability of the latter is determined by the law of her flag. Therefore, the owners of a British ship which was totally lost in collision with a French ship, the British ship being to blame, had to pay £8 per ton to those damnified.[e] It seems doubtful whether the French courts would, in any case, allow a foreigner to claim the right of abandonment given by the French Code. The opinion of the "Advocat-Général" seems to be that if the accident occurred in French waters the French law would apply to foreign owners.[f] But the Court of Appeal at Rennes had previously held that foreigners could not avail themselves of the power to abandon unless the case is one of "diplomatic reciprocity,"[g] that is, I presume, unless the foreign court would apply the French law of limitation to a French ship. This our courts could not do, because the Merchant Shipping Act, 1862, s. 54, expressly applies to foreign ships. However, in cases where the French courts do not apply their own system of limitation, they will apply the law of the flag of the offending ship, so that the effect of this decision, so far as regards British ships, is only to give some extension to the British system. As to the owner's inability by abandonment to get rid of his personal engagements, or liabilities not arising from the acts or contracts of the master or crew, M. Clunet considers that the French Code is to the same effect as the Italian, and appears to approve of the decision in the "Ville de Malaga,"[h] which I afterwards refer to under the head of Italy. On the other hand, when application was made to a French court to execute the Italian judgment in the "Ville de Malaga," the Court of Appeal at Aix held that the application could not be entertained, on the ground that the refusal of the Italian court to allow the French shipowner to exercise the right to abandon under art. 216 of the French Commercial Code violated a rule of "ordre public," or public policy, as we should say, and expressed the opinion that the engagement made by the agents of the shipowner to ship cargo in that case did not amount either to a renunciation by the owner of the right of abandonment, or to a personal engagement by him.[i] Where owners had chartered a ship to go to Rouen direct to load, and then sent her on an intermediate voyage in breach of the charter, when she was lost, it was held by the Tribunal of Commerce at Rouen that the owners could not abandon, because they were personally in fault.[j]

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[a] Sections 4281 and 4282 of the Revised Statutes of the United States are to the same effect as section 503 of 17 & 18 Vict. c. 104 (*see* p. 8, note).

[b] Under the English statutory provision existing previous to 1862, viz., 17 & 18 Vict. c. 104, section 504, the value taken was that just before the loss. Brown *v.* Wilkinson, 15 M. & W. 391. And the statute required that in cases of loss of life or personal injury to passengers the value should be taken at not less than £15 per ton.

[c] Place *v.* Norwich and New York Transportation Company, 6, Supreme Court Reporter, 1150. Dyer *v.* National Steam Navigation Company ("The Scotland"), same vol., 1174.

[d] "The Scotland," 105 United States, Reports, 24.

[e] "Wheeler's Modern Law of Carriers" (New York, Baker, Voorhis, & Co., 1890), p. 37.

[a] See "Wheeler's Modern Law of Carriers," p. 39.

[b] In general, also, the Continental Codes retain the shipowner's liability for wages, notwithstanding the abondonment of ship and freight. It has not been thought necessary to refer to the different sections upon this subject.

[c] See the question discussed, and some of the Continental authorities quoted by the Supreme Court of the United States, in Place *v.* Norwich, 6 Supreme Court Reporter, 1152. See also 2 Revue Internationale du Droit Maritime, 188.

[d] "Sainte Marie," 7 Revue Internationale du Droit Maritime, 14. The law of 12 August, 1885, provides that the owners of vessels wrecked, &c., in seaports or harbours, or in the waters by which they are approached, shall have the right to abandon; but this does not extend the right to vessels regularly engaged in inland navigation. Le Droit Maritime Belge, Commentaire par Victor Jacobs. Brussels, 1889, vol. 1, p. 81, note.

[e] "Précurseur" and "Apollo," *Journal de Clunet*, 1892, p. 153, 7 Revue Internationale du Droit Maritime, 242.

[f] *Journal de Clunet*, 1892, p. 177.

[g] *Journal de Clunet*, 1892, p. 183.

[h] *Journal de Clunet*, 1889, p. 162.

[i] 4 Revue Internationale du Droit Maritime, 654. See also upon this subject Vol. 2, p. 316. But note that the codes of Portugal and Sweden referred to at p. 319 do not now exist, having been replaced by new codes which contain provisions upon this subject different from those contained in the old ones.

[j] The "Jean-Bart," 5 Revue Internationale du Droit Maritime, 215.

Germany.—Article 452 of the German Mercantile Code provides that her owner is only liable to the extent of the ship and freight—1. When the claim is made on account of a legal transaction concluded by the master as such in virtue of the authority he lawfully possesses, and not in consequence of a special power of attorney. 2. For breach of an arrangement made by himself so far as the carrying out of it belongs to the legitimate duties of the master. 3. When the claim has arisen through the fault of one of the crew. But the limitation does not apply to the cases stated under Nos. 1 or 2 if any neglect in performance is attributable to the fault of the owner himself, or if he has specially guaranteed the fulfilment of the arrangement. The effect appears to be similar to that of the American statutes so far as regards the relief from personal contracts, and is thus more favourable to the shipowner than the law of France and Italy. Nothing is said as to the case of the master who is owner or part-owner. The Code does not mention the insurance money, but it need not be accounted for.[a] By article 474, as regards their personal obligation to third parties, the part-owners, as such, are liable only in proportion to the amount of their shares.[b]

(To be Continued.)

LAW SOCIETIES.

UNITED LAW SOCIETY.

At the annual meeting of this society held at the Inner Temple Lecture Hall on Monday, the 24th of October, Mr. J. R. Yates in the chair, the following committee for the ensuing year was elected:—Chairman, Mr. A. K. Common; vice-chairman, Mr. C. W. Williams; secretary, Mr. F. A. Wood; treasurer, Mr. G. D. Elliman; editor of the magazine, Mr. F. M. Voules; reporter, Mr. A. Gilbert; four *ex-officio* members: Messrs. D. MacMillan, H. W. Marcus, R. C. Nesbitt, and G. H. Goodfellow. Dr. C. Herbert-Smith was again elected secretary of the legal correspondence department. After the business of the meeting had been concluded an impromptu debate was held.

October 31st.—Mr. C. W. Williams moved: "That the licensing system needs reform," and was opposed by Mr. B. Hawkins. The following members spoke on the motion:—Messrs. Herbert-Smith, Voules, Symonds, Marcus, S. Williams, Sherrington, Wingfield, Hubbard, and Marks. The motion, on being put to the house, was carried *nem. con.*

November 7th.—At the monthly business meeting of the society the following resolutions (proposed by Mr. Marcus) were carried:—"That the annual subscription of all members be five shillings, to date from the commencement of the present session." "That the life composition fee of ordinary members be reduced to one guinea." "That the subscription to the legal correspondence department be reduced to one shilling." Some discussion also took place upon the question of legal education, and the proposals on the subject put forward by the Incorporated Law Society.

Law students, solicitors, or barristers wishing to join the society should communicate with the secretary, Mr. F. A. Wood, 16, Eastcheap, E.C. The society meets every Monday evening at 7.30 p.m. at the Inner Temple Lecture Hall, 3, King's Bench-walk, Temple, for the discussion of questions of general or professional interest.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 9th inst., Mr. John Hunter in the chair. The other directors present were: Messrs. H. Morten Cotton, Samuel Harris (Leicester), Henry Roscoe, Sidney Smith, R. W. Tweedie, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £583 was distributed in grants of relief, twenty-two new members were admitted to the association, and other general business was transacted.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 19th and 20th of October, 1892:—

Aked, James William
Annesley, George William
Applin, Arthur Gustavus Trugard
Bailey, Frederick William
Beach, Ellis Hicks
Beard, Balfour West
Bedward, Frederick William
Bell, Albert Ernest
Birdseye, Frederick Hamilton
Boocock, William Ernest
Boult, Archibald Robert
Brett, George Arthur Frederick
Bristowe, Everard Stearns
Britton, Arthur Henry Daniel
Brooks, James
Brown, Peter
Brown, Thomas Stephen
Carter, Percy Ashton
Castle, Stanley Mason
Church, Edmund Finnis Richard
Clark, Harold George
Coop, George Poole
Cox, Thomas Berridge
Cornock, David Stroud
Crisp, Frank Morris
Cruttenden, William
Davies, Randall Robert Henry
Dempster, James Finlay
Dickinson, Herbert
Eaton, Frederic Ray
Edwards, John
Edwards, Patrick Harrington
Evans, Ernest Robert
Evans, Richard William Picton
Fisher, Stephen Henry Baker
Fisher, Wilfred Harold
Foskett, Robert John
Gibbs, William Slocombe
Gowan, Frederick
Harley, Edward Mortimer
Holden, Herbert Charles
Hopson, Frederick Ongley
Hunt, Walter John
Jessop, Ernest Charles
Jones, Sydney Williams
Joynson, John Henry
Kitchen, John Henry
Lambe, Richard Frederic
Leach, Basil
Lewis, Frederick William
Locker, George Pearsall
Marks, Henry
Martin, James Godfrey
Mather, Charles Leonard
Matthews, Herbert Ambrose
May, George Herbert
Mead, Philip Clement
Mecredy, John Percy Varley
Ogley, Horace
Oldfield, Albert
Philcox, Edward Austen
Phillips, John Lewis
Prideaux, Walter Treverbian
Prout, Victor John
Richards, Martin Rees
Richardson, Albion Henry Herbert
Richardson, William Edward
Robinson, Tom Johns
Roffey, Edgar Stewart
Roney, Ernest
Roney, Julian
Sainsbury, Edward Ashfield Popham
Shaw, John Houldsworth
Smith, Clitherow
Smith, Hampden
Steer, Berry Reeve
Stevens, Thomas Joseph
Stewart, Bertrand
Sutton, Francis
Taylor, Frederick George
Tucker, Robert Ernest
Walker, Percy John Estcourt
Watson, Harold George
Watson, Leonard Burton
Wightman, Henry Worthington
Wilkinson, James Reginald
Wilks, Herbert Stringer
Willis, William Gravely Woolston
Winterbotham, Reginald John
Wolverson, John Dudley
Woodbridge, Edgar Thomas
Woodhouse, William Humphrey
Woolf, David

[a] See observations on the German Law in Place *v.* Norwich and New York Transport Company, 6 Supreme Court Reporter at p. 1161.

[b] Wendt's "Maritime Legislation," 3rd Edition Appendix, p. 690.

LEGAL NEWS.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

CHARLES JEROME and CHARLES MILNER TREVOR, solicitors (Jerome, Trevor, & Co.), 38, Basinghall-street, London. Sept. 29.

[*Gazette*, Nov. 4.

INFORMATION WANTED.

Re BENJAMIN JAMES WEST, deceased.—Will.—Any person possessed of information which may lead to the discovery of a will or other testamentary disposition having been executed by Benjamin James West, late of 74, Tavistock-street, Bedford, artist, deceased, who died on the 18th day of September, 1892, is requested to communicate the same to us, the undersigned, forthwith. All expenses incidental to the giving of reliable information will be duly defrayed.—COOKE & COOPER, solicitors, Wokingham, Berks.

GENERAL.

The judicial business of the House of Lords was resumed on Thursday. The present list contains twenty-eight cases, of which fifteen are English, four are Irish, and nine are Scotch appeals.

Danbury Palace and Park, near Chelmsford, the episcopal residence of the late Bishop of St. Albans, was on the 8th inst. put up for sale by auction at Tokenhouse-yard. The Ecclesiastical Commissioners, who directed the sale, fixed the reserve at £22,000, but, as the highest offer in the room fell short of this amount by £2,000, the property was withdrawn.

It is now announced that it has been decided that the Attorney-General and the Solicitor-General will not accept private business in future during their tenure of office as law officers of the Crown. There are, however, two exceptions to this rule—namely, in appeals to the Privy Council and the House of Lords.

At the Hôtel Métropole on Saturday evening Mr. Justice Barnes, Mr. Justice Bruce, and Mr. Justice Kennedy, the recently-appointed judges, were entertained at dinner by the Northern Bar to celebrate their elevation to the judicial bench. Mr. H. W. West, Q.C., presided, and among the company—which numbered about 200—there were Mr. Justice Cave, Mr. Justice Wills, Mr. Justice Wright, and Mr. Justice Collins.

The "vulgar persons" who, according to Mr. Justice Day, made "vulgar noises" in his court were, says the *St. James's Gazette*, a decidedly well-dressed lot of people, who finished their four days' picnic by giving Mrs. Leader an "ovation." But how do these people get into the courts? The general public found the greatest possible difficulty in gaining admittance into that crowded little chamber; but the picnickers, male and female, were "all there." How do they manage to secure admittance? Judges who want to keep their courts from becoming "places of entertainment" might look into the question.

One of the inevitable perils of evidence that is purely circumstantial, says the *St. James's Gazette*, has just been curiously illustrated in the Althorp murder case. The headless body of a woman was found in a sack in a ditch, and a man resident in Northampton was arrested on what seemed to be well-founded suspicion. Shortly before a young woman had disappeared from the neighbourhood, and the girl's mother and other

relations identified the body from its clothing. That fact, coupled with the girl's disappearance, seemed conclusive. But she has now quietly returned home—one more proof of how exceedingly difficult it often is to identify a dead body by marks and clothing.

The following are the arrangements made by the judges (Justices Grantham and Bruce) for transacting business at the ensuing autumn assizes on the Northern Circuit:—The commissions will be opened at Carlisle on Monday, November 14, at Lancaster on Friday, November 18, at Manchester on Tuesday, November 22, and at Liverpool on Monday, December 5. Business will commence at each place on the day next after the commission day, at 11 o'clock. There will be no civil business at Carlisle or Lancaster. At Manchester and Liverpool there will be both civil and criminal business. The trial of special jury cases will commence at Manchester on Friday, November 25, and at Liverpool on Thursday, December 8. On the first day at Manchester and Liverpool the court will not go beyond the eighth common jury cause. Where a cause in the list has been settled, immediate notice thereof must be given to the associate by the party who entered it. Mr. Justice Grantham will attend alone at the first two places, and Mr. Justice Bruce will join at Manchester.

In the City of London Court on the 7th inst. (says the *Times*) an application was made to Mr. Commissioner Kerr, in the matter of the London Provident Building Society, of Moorgate-street, now being wound up under the supervision of the court. Mr. Edward Lee, on behalf of Mr. W. H. Pannell, the liquidator of the society, applied to pass the accounts of Mr. Pannell while he acted as provisional liquidator. These, he said, amounted to £40, but he wished to point out that, if the Official Receiver in Bankruptcy had been appointed, the expenses would have amounted to £426. Many of the members of the society and the public generally seemed to be under the impression that, if the society had been wound up by the official receiver and the Board of Trade, the creditors and shareholders would have been saved a great deal of money; but that was not so, as shewn by the figures he had quoted. Mr. Commissioner Kerr thought that Mr. Pannell's charges were wonderfully moderate, considering that the official receiver, as stated, might have charged over £400. Mr. Lee: The Board of Trade always take every penny they can get. Mr. Commissioner Kerr said if what Mr. Lee had said was correct, the sooner the public knew what the cost of officialism was the better. He had no hesitation in approving the accounts as presented.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, Nov. 14	Mr. Carrington	Mr. Pugh	Mr. Ward
Tuesday 15	Lavie	Beal	Pemberton
Wednesday 16	Carrington	Pugh	Ward
Thursday 17	Lavie	Beal	Pemberton
Friday 18	Carrington	Pugh	Ward
Saturday 19	Lavie	Beal	Pemberton
	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.
Monday, Nov. 14	Mr. Jackson	Mr. Godfrey	Mr. Rolt
Tuesday 15	Clowes	Leach	Farmer
Wednesday 16	Jackson	Godfrey	Rolt
Thursday 17	Clowes	Leach	Farmer
Friday 18	Jackson	Godfrey	Rolt
Saturday 19	Clowes	Leach	Farmer

WINDING UP NOTICES.

London Gazette.—FRIDAY, NOV. 4.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

GREYSTOKE DAIRY CO, LIMITED—Creditors are required, on or before Dec 10, to send their names and addresses, and the particulars of their debts or claims, to Leonard Robertson, 17, Devonshire st, Penrith

LANCASHIRE GROCERS' DEFENCE AND SUPPLY CO, LIMITED—Creditors are required, on or before Dec 14, to send their names and addresses, and the particulars of their debts or claims, to Daniel Mawdsley, 4, Riga st, Shudehill, Manchester. Marriott & Co, Manchester, solors for liquidator

PAHANG CENTRAL TIN AND EXPLORATION CO, LIMITED—Creditors are required, on or before Feb 28, to send their names, addresses, and the particulars of their debts or claims, to H. H. M. Smith and J P. Rickman, 28, Victoria st, Westminster

PATENT BOX AND PRINTING CO, LIMITED—Creditors are required, on or before Dec 17, to send their names and addresses, and the particulars of their debts or claims, to Thomas Horsfield, 60, King st, Manchester. Darbishire & Co, Manchester, solors for liquidator

RAYNBIRD, CALDECOTT, BAWTREE, DOWLING, & CO, LIMITED—Creditors are required to send the particulars of their claims to John Egginton and Alfred Dowling, at the offices of Lamb & Co, Winchester st, Basingstoke, solors for liquidators

ROMAN GOLD MINES, LIMITED—Creditors are required, on or before Dec 17, to send their names and addresses, and the particulars of their debts or claims, to Charles James Barrett, Mansion House chmbrs, 11, Queen Victoria st. Heath & Co, London st, Mark lane, solors for liquidator

STAFFORDSHIRE AERATED WATERS CO, LIMITED—Creditors are required, on or before Dec 5, to send their names and addresses, and particulars of their debts or claims, to Charles Richards, Cobden chmbrs, Corporation st, Birmingham. George T. Smith, Birmingham, solor for liquidator

FRIENDLY SOCIETIES DISSOLVED.

PHILANTHROPIC LODGE OF INDEPENDENT MECHANICS SOCIETY, Ragged Schools, Major st, Kirkdale, Liverpool. Oct 31

ST PETER'S CO-OPERATIVE LAND AND BUILDING SOCIETY, LIMITED, 16, York st, Sheffield. Oct 31

London Gazette.—TUESDAY, NOV. 8.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

J. JENSEN & CO, LIMITED—Creditors are required, on or before Dec 15, to send their names and addresses, and the particulars of their debts or claims, to George Cloutte, 109, Fenchurch st. Bompas & Co, Gt Winchester st, solors for liquidator

WHAM BAR SPINNING CO, LIMITED—Creditors are required, on or before Nov 15, to send their names and addresses, and the particulars of their claims, to Alfred Smith, York st, Heywood

FRIENDLY SOCIETIES DISSOLVED.

LOYAL INDEPENDENT UNITED ORDER OF MECHANICS, Blackburn Unity Friendly Society, Daisyfield Hotel, Blackburn, Lancaster Nov 2

SANCTUARY PRIDE OF THARSTON BRANCH OF THE ANCIENT ORDER OF SHEPHERDS SOCIETY, Tharston, Norfolk. Nov 2

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Nov. 4.

TAPLEN, JOSIAH, Llandudno, Carnarvon, Car Proprietor. Dec 1. Taplan v Taplen, Kekewich, J. Chamberlain & Johnson, Llandudno

London Gazette.—TUESDAY, Nov. 8.

BROOKE, JOSEPH, Hopton, Suffolk, Land Agent. Nov 22. Talbot v Brooke, Kekewich, J. Allward, Furnival's inn

CAVE, GEORGE, Herne villas, Streatham, Commission Agent. March 1. Mainland v Cave, Kekewich, J. Wilkins & Co, Gresham House, Old Broad st

CURRIE, DONALD AUGUSTUS, Great Yarmouth, Hotel Keeper. Dec 3. Bray v Ferrier, Kekewich, J. Neal, Lime st

EDKINS, WILLIAM, Bristol, Builder. Dec 5. Wills v Edkins, North, J. Miller & Son, Bristol

GILL, SARAH, Stoke Abbott, Dorset. Nov 30. Hounsell v Slade, North, J. Leigh, Beaminster, Dorset

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Oct. 28.

ANDERSON, ROSE ANNE HALL, Ramsgate Dec 22 W J & E H Tremellen, Canonry lane

ARBUTHNOT, ELIZA JANE, Bexley, Kent Dec 7 Francis & Johnson, Austinfriars

BACKHOUSE, ELIZA, Badsworth, Yorks Dec 1 Leatham & Co, Wakefield, Castleford, and Pontefract

BEALL, JAMES, Algernon rd, Hendon, Gent Nov 25 Keighley & Co, Lincoln's inn fields

BELLEW, HENRY WALTER, Turnham Royal, Bucks, retired Sur Gen in Bengal Army, C S I Dec 1 Ellerton, New inn, Strand

BOLONGARO, PETER, Manchester, Gent Dec 6 Dixon & Linnell, Manchester

BRIDGER, MARY ANN, Hastings Dec 9 Meadows & Co, Hastings

COLVILL, CAROLINE SOPHIA RUSSELL, Shepherd's Bush rd Dec 31 Rooke & Sons, Lincoln's inn fields

CUPPA, JEROME JAMES, Brighton, Merchant Nov 20 Robinson & Co, King's Arms yard

CYSLER, CHARLES, Coleshill, nr Amersham, Herts, Licensed Victualler Dec 1 Charsley, Beaconsfield, Bucks

DAKIN, JOHN, Alsager, Cheshire, Gent Dec 1 Mayer, Burslem, Staffs

DONALD, SARAH, Nottingham, Lace Manufacturer Dec 17 Watson & Co, Nottingham

EDE, MARIA BULKELEY, Brighton Dec 1 Meredith & Co, New sq, Lincoln's inn

ELVY, THOMAS, Duke st, Oxford st, Wine Merchant Dec 8 Fairbrother, Leadenhall st

GARLAND, OSWALD, Plumstead, Kent Nov 21 Greenop, Woolwich

GLOVER, THOMAS, Upholland, Lancs, Farmer Nov 23 Peace & Ellis, Wigan

GOLDSMITH, EDWIN, Icklesham, Sussex, Farmer Dec 10 Jones & Glenister, Hastings

GRANT, JAMES AUGUSTUS, Upper Grosvenor st, Lieutenant-Colonel in Army in India Nov 26 Dunster & Chapman, Henrietta st, Cavendish sq

GREENHILL, GEORGE WHITLOCK, St Leonards, Sussex Nov 22 Prince & Co, Fleet st; Hallett & Co, Ashford

HEPWORTH, MARY ANN, Batley Carr, Yorks Nov 25 Learoyd & Co, Huddersfield

HERVEY, CECIL RICHARD, Otahuhu, New Zealand, Esq Nov 28 Coe, Hart st, Bloomsbury

HERVEY, SOPHIA ELIZABETH, Lowndes st Nov 28 Coe, Hart st, Bloomsbury

HIRON, JOHN, Ramsgate, Gent Nov 26 Lloyd, Wormwood st, Old Broad st

HUGHES, MARIA, Coventry Dec 1 Hughes & Masser, Coventry

LAING, THOMAS, Wimborne Minster, Dorset, Wine Merchant Nov 26 Laing, Wimborne

LLOYD, RICHARD ALFRED, St Leonard's on Sea Dec 14 Sowton, Bedford row

MACNAUGHTAN, WILLIAM, King's rd, Clapham park, Esq Dec 1 Linklater & Co, Bond crt, Walbrook

MARTIN, ROBERT, Clayton le Moors, nr Accrington, Carrier Nov 30 Sharples, Accrington

MORTON, JOHN DAVIS, Tunbridge Wells, Gent Dec 10 Herbert, Cork st, Burlington gdns

MURSELL, CHRISTOPHER JOHN, Newport, I W Dec 7 Buckell, Newport, I W

NORDERLING, LOUISA HAY, Folkestone Nov 20 J Robinson & Co, King's Arms yard

PETERS, JAMES CARTER, Aniswick, Yorks, Gent Dec 12 Peters, Manchester

POOLE, MARY, Weston super Mare Dec 1 Smith & Sons, Weston super Mare

RAPER, HANNAH, Middlesborough Dec 1 Scott, Leeds

RHODES, GEORGE, Highfield, Sheffield, Gent Dec 31 B Wake & Co, Sheffield

RIDLEY, JOHN, South Shields, retired Bank Manager Dec 10 Leitch & Co, North Shields

SANDERS, JOHN, Wollaston, co Northampton, Gent Dec 17 Henry, Wellingborough

SMART, ANNE, Hertford Nov 30 Spence & Co, Hertford

SPRAY, THOMAS, Nottingham, Silk Dyer Dec 17 Watson & Co, Nottingham

SYDDALL, JANE BERRY, Southport Nov 21 Hopwood, Wigan

TARNER, HENRY TILBURY, Brighton, Esq Nov 23 Dunster & Chapman, Henrietta st, Cavendish sq

TAYLOR, JAMES, Plymouth, retired Captain in Merchant Service Dec 1 Weekes, Plymouth

TERRY, WILLIAM, Folkestone, Lodging-house Keeper Dec 10 Hall, Folkestone

THOMAS, EMMA, Sowerby Bridge, Halifax Nov 30 Barstow & Midgley, Halifax

WARDER, CATHERINE, Exeter Nov 21 Buckingham & Son, Exeter

WHYBROW, HENRY, St Leonard's ter, Mornington rd, Bow Dec 1 Thomsons & Co, Cornhill

WILDAY, WILLIAM JOHN, Great Bridge, Tipton, Staffs, formerly Timber Merchant Dec 1 Bache, West Bromwich

WILLIAMS, SAMUEL, Llantornam, Mon, Farmer Nov 30 Watkins & Co, Pontypool

WILSON, WILLIAM, Kendal, Family Grocer Dec 20 Thomson & Wilson, Kendal

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Nov. 4.

RECEIVING ORDERS.

AMES, WILLIAM, Leeds, Fruit Merchant Leeds Pet Nov 2 Ord Nov 2

AULD, ELLEN MURRAY, Montague pl, Russell sq, Turtle Merchant High Court Pet Oct 5 Ord Oct 31

BAGGOTT, JOSEPH, Great bridge, Staffs, Commission Agent Wolverhampton Pet Oct 27 Ord Nov 1

BAKER, WILLIAM, Cheltenham, Dealer in Horses Cheltenham Pet Nov 1 Ord Nov 1

BARHAM, CHARLES FREDERICK, Walton on Naze, Essex, Innkeeper Colchester Pet Nov 1 Ord Nov 1

BEAUMONT, F E B, Kensington Gardens ter High Court Pet Oct 6 Ord Oct 31

BERNARDO, BERNARD, Finsbury cir, Financial Agent High Court Pet Aug 1 Ord Nov 1

BRIGGS, PHILIP L, late of Bolton, Gent High Court Pet July 9 Ord Nov 1

BROWN, STEPHEN, West Bergholt, Essex, Farmer Colchester Pet Nov 1 Ord Nov 1

BROWNE, CHARLES, De Beauvoir rd North, Mercantile Clerk High Court Pet Nov 1 Ord Nov 1

BURWELL, THOMAS WILLIAM, Scarborough, Fancy Goods Dealer Scarborough Pet Oct 31 Ord Oct 31

CARRITT, FREDERICK BLASSON, Rood lane, Solicitor High Court Pet Oct 8 Ord Oct 31

CLIFTON, CUTHBERT, formerly of Lytham, Lancs, Gent High Court 1et July 29 Ord Oct 31

COATSWORTH, GEORGE, Sunderland, Steamship Manager Sunderland Pet Oct 31 Ord Oct 31

COOMES, HENRY ARTHUR, Cheshunt, Herts, Builder Edmonton Pet Oct 3 Ord Oct 31

CROOKE & Co, Gray's inn rd, Manufacturers High Court Pet Sept 21 Ord Oct 31

CRUSHER, JOHN, Loftus, Yorks, Journeyman Butcher Stockton on Tees and Middlesborough Pet Oct 31 Ord Oct 31

DAWSON, HENRY WILLIAM, Ryde, I W, Hairdresser Ryde Pet Oct 31 Ord Oct 31

DENYER, WILLIAM, Ventnor, I W, Coal Merchant Newport and Ryde Pet Nov 2 Ord Nov 2

DOUGLAS, THOMAS, Newcastle on Tyne, Travelling Draper Newcastle on Tyne Pet Oct 19 Ord Oct 28

FLEGG, WILLIAM, Southend on Sea, Builder Chelmsford Pet Oct 29 Ord Oct 29

FOSTER, NATHAN ROBERT, Cowley Peachy, Uxbridge, Cement Manufacturer Windsor Pet Oct 8 Ord Oct 29

FOX, CHARLES EDWIN, Longton, Staffs, late Auctioneer Longton Pet Oct 31 Ord Oct 31

GATIS, THOMAS, Wolverhampton, Solicitor Wolverhampton Pet Oct 31 Ord Oct 31

GIBBONS, JOHN, Bolton, Clothier Bolton Pet Oct 29 Ord Oct 29

GOVER, WILLIAM FREDERICK, Kentisbeare, Cullompton, Devon, Farmer Exeter Pet Oct 29 Ord Oct 29

HANCKE, VINCENT, Newcastle on Tyne, Merchant Newcastle on Tyne Pet July 21 Ord Oct 25

HAWORTH, SQUIRE, Lowerhouse, Burnley, Traveller for firm of Timber Merchants Burnley Pet Nov 2 Ord Nov 2

HAY, FREDERICK, Uxbridge rd, Fine Art Dealer High Court Pet Nov 2 Ord Nov 2

HICKMAN, JAMES, Stretford, nr Manchester, Builder Salford Pet Oct 7 Ord Oct 31

JONES, ALFRED THOMAS, Neath, Glam, Confectioner Neath Pet Oct 31 Ord Oct 31

JONES, OWEN, Liverpool, Builder Liverpool Pet Oct 18 Ord Nov 1

LUCAS, JOHN, St Helens, Provision Dealer Liverpool Pet Oct 31 Ord Oct 31

MOSELEY, GEORGE, Halesowen, Worcs, Butcher Stourbridge Pet Oct 26 Ord Oct 26

MADGWICK, RICHARD, Fernhurst, Sussex, Innkeeper Brighton Pet Oct 31 Ord Oct 31

MENDEZ, ROBERT, Plumstead, Kent, Wholesale Fruiterer Greenwich Pet Oct 11 Ord Nov 1

MORRIS, SYDNEY, North Audley st, Tobacconist High Court Pet Oct 31 Ord Oct 31

MUNTON, JOHN THOMAS, Greetham, Rutland, Wheelwright Leicester Pet Oct 29 Ord Oct 29

NEWMAN, GEORGE, Stephen st, Tottenham Court rd, Waiter High Court Pet Sept 7 Ord Oct 29

PARNELL, KATHARINE, West Brighton, Widow Brighton Pet Nov 2 Ord Nov 2

PEART, ARTHUR WILLIAM, Ystrad Rhondda, Glam, Colliery Manager Pontypridd Pet Oct 28 Ord Oct 28

RICHARDSON, FRED, York, Greengrocer York Pet Nov 1 Ord Nov 1

ROE, RICHARD, York, Auctioneer York Pet Oct 31 Ord Oct 31

SKELDON, JOHN, Bolton, Provision Dealer Bolton Pet Oct 19 Ord Oct 31

SMITH, THOMAS, Southampton, Carver Southampton Pet Nov 2 Ord Nov 2

THOMAS, ALFRED GEORGE, late of Aberaman, Aberdare, Glam, Builder Aberdare Pet Oct 20 Ord Oct 31

THOMAS, EVAN JONES, Penrhiwceiber, Glam, Outfitter Pontypridd Pet Nov 1 Ord Nov 1

THORNDICK, WILLIAM, High st, Edgware, Tea Grocer St Albans Pet Nov 1 Ord Nov 1

WALKER, THOMAS, Ingleton, Yorks, Coal Dealer Kendal Pet Nov 1 Ord Nov 1

WILLIAMS, RHYS, Hafod, nr Swansea, Licensed Victualler Swansea Pet Oct 7 Ord Oct 31

WITHEY, JOHN, Bristol, Confectioner Bristol Pet Nov 1 Ord Nov 1

YATES, ELIZABETH, Leeds, Mechanical Engineer Leeds Pet Nov 1 Ord Nov 1

FIRST MEETINGS.

BALDWIN, JOHN SUTTON, Leeds, Agent Nov 14 at 11 Off Rec, 22, Park row, Leeds

BENTLEY, EDWARD, Foxt, nr Cheadle, Staffs, Labourer Nov 30 at 11.15 Off Rec, Newcastle under Lyme

BURRIDGE, WILLIAM, Aberystwith, Fishmonger Nov 11 at 3 Townhall, Aberystwith

CLEMENTS, RICHARD WILLIAM, Coventry, Dress Band Manufacturer Nov 11 at 12 Off Rec, 17, Hertford st, Coventry

CREASEY, CALEB, Albert rd, South Norwood, Journeyman Wheelwright Nov 11 at 11.30 24, Railway approach London Bridge

DAVIS, RICHARD EDWARD, Handsworth, Staffs, Lead Light Maker Nov 18 at 11 23, Colmore row, Birmingham

EDWARDS, HENRY, Landore, Swansea, Clothier Nov 12 at 12 Off Rec, 31, Alexandra rd, Swansea

EDWARDS, HERBERT JAMES LEE, and KELVIN HARRY SAUNDERS, late Finsbury Pavement, Financial Agents Nov 11 at 2.30 Bankruptcy bldgs, Carey st

ERREDGE, ROBERT ACKERSON, Brighton, Coal Merchant Nov 14 at 12 Off Rec, 4, Pavilion bldgs, Brighton

FOX, CHARLES EDWIN, Longton, formerly Auctioneer Nov 15 at 11.45 Off Rec, Newcastle under Lyme

FOX, CHARLES NASH, Shoe lane, Fleet st Nov 11 at 1 Bankruptcy bldgs, Carey st

GARDNER, THOMAS, Smethwick, Staffs, Lithographer Nov 16 at 11 23, Colmore row, Birmingham

GIBBONS, JOHN, Bolton, Clothier Nov 11 at 11 16, Wood st, Bolton

GRIFFITHS, GEORGE, Little Newcastle, Pembs, Farmer Nov 15 at 11 Castle Hotel, Haverfordwest

GRIFFITHS, THOMAS, Clynderwen, Llandissilio, Carmarthenshire, Draper Nov 12 at 11 Off Rec, 11, Quay st, Carmarthen

HARRIS, WILLIAM JOSEPH, Millbrook, Cornwall, Builder Nov 15 at 3 10, Athenæum ter, Plymouth

HOULSON, JOHN, and THOMAS HOULSON, Penzance, Builders Nov 11 at 12.30 Off Rec, Boscawen st, Truro

HUGHES, WILLIAM, Llanfairfechan, Carnarvonshire, Coal Merchant Nov 11 at 12 Crypt chmbrs, Chester

JONES, WILLIAM, Llanberis, Carnarvonshire, Joiner Nov 15 at 2 Prince of Wales Hotel, Carnarvon

LABAN, JAMES, Dove row, Haggerston, Publican Nov 14 at 12 Bankruptcy bldgs, Carey st

MACLEOD, NORMAN, Strand Nov 14 at 11 Bankruptcy bldgs, Carey st

MUNTON, JOHN THOMAS, Greetham, Rutland, Wheelwright Nov 11 at 12.30 Off Rec, 34, Friar lane, Leicester

NORMAN, WILLIAM, Tipton, Staffs, Builder Nov 11 at 10.30 Off Rec, Dudley

OGDEN, WILLIAM THOMAS, Flitwick, Beds, Machinist Dec 5 at 11 Off Rec, 1A, St Paul's sq, Bedford

PANTER, WILLIAM JOHN HENRY, East Stonehouse, Devon, Baker Nov 18 at 11 10, Athenæum ter, Plymouth

POTTS, GEORGE BURLEY, Boscombe, Hants, Builder Nov 12 at 12.15 Central Hotel, Bournemouth

PRIM, JOSH, Great Winchester st, Newspaper Proprietor Nov 15 at 12 Bankruptcy bldgs, Carey st

RICHARDSON, FRED, York, Greengrocer Nov 16 at 11.30 Off Rec's Offices, York

ROBSON, ALFRED, North Shields, out of business Nov 14 at 11.30 Off Rec, Pink lane, Newcastle on Tyne

ROE, RICHARD, York, Auctioneer Nov 14 at 11.30 Off Rec, York

SINCLAIR, CHARLES FORGAN, Horsforth, nr Leeds, Surgeon Nov 11 at 11 Off Rec, 22, Park row, Leeds

SKELDON, JOHN, Bolton, Provision Dealer Nov 11 at 2.30 16, Wood st, Bolton

STEIN, CHRISTIAN, Baildon, Otley, Yorks, Journeyman Pork Butcher Nov 14 at 12 Off Rec, 22, Park row, Leeds

WHEATCROFT, MALLINSON MATTHEWMAN, Dresden, Longton, Staffs, Grocer Nov 15 at 11.15 Off Rec, Newcastle under Lyme

THOMAS, CHARLES HENRY, Star lane, Canning Town Essex, Lighterman Nov 14 at 12.30 24, Railway app, London Bridge

WHEELDON, JOHN, Nottingham. Monumental Sculptor Nov 11 at 11 Off Rec, St Peter's Church walk, Nottingham

WIDDICOMBE, ROBERT SPARKE, Paignton, Devon, Farmer Nov 15 at 3.30 10, Athenæum ter, Plymouth

ADJUDICATIONS.

ABERCROMBIE, ARTHUR, Whitfield st, Tottenham ct rd, Brass Founder High Court Pet Sept 21 Ord Oct 31

ALLMOND, WALTER HENRY, Rose st, Covent Garden, Licensed Victualler High Court Pet Oct 24 Ord Nov 1

AMES, WILLIAM, Leeds, Fruit Merchant Leeds Pet Nov 2 Ord Nov 2

ANDREWS, THOMAS, Liverpool, Hotel Proprietor Liverpool Pet Sept 8 Ord Nov 2

ATKINSON, EDWARD JAMES, Gracechurch st High Court Pet Aug 31 Ord Oct 31

BAILY, HENRY CHARLES, Bristol, Tailor Bristol Pet Oct 19 Ord Oct 31

BARHAM, CHARLES FREDERICK, Walton on the Naze, Essex, Innkeeper Colchester Pet Nov 1 Ord Nov 1

BROWN, STEPHEN, West Bergholt, Essex, Farmer Colchester Pet Nov 1 Ord Nov 1

BURWELL, THOMAS WILLIAM, Scarborough, Fancy Goods Dealer Scarborough Pet Oct 31 Ord Nov 1

CHEVALIER, F, St John's st, West Smithfield, Provision Merchant High Court Pet Sept 2 Ord Oct 31

COATSWORTH, GEORGE, Sunderland, Steamship Manager Sunderland Pet Oct 31 Ord Oct 31

CROWE, JAMES, Tranmere, Birkenhead, Bookkeeper Birkenhead Pet Oct 25 Ord Oct 31

CRUSHER, JOHN, Loftus, Yorks, Journeyman Butcher Stockton on Tees and Middlesborough Pet Oct 31 Ord Oct 31

DAWSON, HENRY WILLIAM, Ryde, I W, Hairdresser Ryde Pet Oct 31 Ord Oct 31

DENYER, WILLIAM, Ventnor, I W, Corn Merchant Newport and Ryde Pet Nov 2 Ord Nov 2

DUNGAY, JOHN, Camberley, Surrey, Builder Guildford and Godalming Pet Oct 13 Ord Nov 2

FLEGG, WILLIAM, Southend on Sea, Builder Chelmsford Pet Oct 28 Ord Oct 29

FOX, CHARLES EDWIN, Longton, Staffs, late Auctioneer Longton Pet Oct 31 Ord Oct 31

GIBBONS, JOHN, Bolton, Clothier Bolton Pet Oct 29 Ord Oct 29

GRIFFITHS, THOMAS, New Broad st, Paint Manufacturer High Court Pet Aug 29 Ord Oct 31

HAWORTH, SQUIRE, Lowerhouse, Burnley, Traveller Burnley Pet Nov 2 Ord Nov 2

HAY, FREDERICK, Uxbridge rd, Fine Art Dealer High Court Pet Nov 2 Ord Nov 2

HICKMAN, JAMES, Stretford, nr Manchester, Builder Salford Pet Oct 5 Ord Nov 2

HIBON, HENRY, Elaine grove, Gospel Oak, Provision Dealer High Court Pet Oct 4 Ord Nov 1

JOLLY, MATTHEW, and WALTER JOHN GASKELL, Liverpool, Oil Merchants Liverpool Pet Sept 26 Ord Oct 31

JONES, ALFRED THOMAS, Neath, Glam, Confectioner Neath Pet Oct 31 Ord Oct 31

KING, HEDLEY, Bournemouth, Hants, Jobbing Carpenter Poole Pet Oct 27 Ord Oct 29

MADGWICK, RICHARD, Fernhurst, Sussex, Innkeeper Brighton Pet Oct 31 Ord Nov 1

MORGAN, ELLEN, Birmingham, Fishmonger Birmingham Pet Oct 7 Ord Oct 31

MOSELEY, GEORGE, Halesowen, Worcs, Butcher Stourbridge Pet Oct 26 Ord Oct 29

MUNTON, JOHN THOMAS, Greetham, Rutland, Wheelwright Leicester Pet Oct 28 Ord Oct 29

OGDEN, RALPH TUNNICLIFFE, Rochdale, Wool Merchant Oldham Pet Sept 9 Ord Oct 28

PEARSALL, JOHN, Langley near Oldbury, Worcs, Canal Carrier West Bromwich Pet Oct 26 Ord Nov 1

PEART, ARTHUR WILLIAM, Ystrad Rhondda, Glam, Colliery Manager Pontypridd Pet Oct 27 Ord Nov 1

PHILLIPS, RICHARD BARNHOUSE, Swansea, Accountant Swansea Pet Oct 28 Ord Nov 2

REGAN, JOHN, Pewsey, Wilts, Grocer Swindon Pet Oct 15 Ord Nov 1

RICHARDSON, FRED, York, Greengrocer York Pet Nov 1 Ord Nov 1

ROBSON, ALFRED, North Shields, Out of Business Newcastle on Tyne Pet Oct 11 Ord Oct 28

ROE, RICHARD, York, Auctioneer York Pet Oct 31 Ord Oct 31

SKELDON, JOHN, Bolton, Provision Dealer Bolton Pet Oct 17 Ord Nov 2

SMITH, THOMAS, Southampton, Carver Southampton Pet Nov 2 Ord Nov 2

SPICER, ALFRED, Kingston upon Hull, Tailor Kingston upon Hull Pet Aug 18 Ord Nov 2

THOMAS, ALFRED GEORGE, late of Aberaman, Aberdare, Glam, Builder Aberdare Pet Oct 20 Ord Nov 1

THORNDICK, WILLIAM, High st, Edgware, Teagrocer St Albans Pet Oct 31 Ord Nov 1

WALKER, THOMAS, Ingleton, Yorks, Coal Dealer Kendal Pet Nov 1 Ord Nov 1

WELCH, ANNIE MARIA, Hanley, Earthenware Manufacturer Hanley Pet Oct 10 Ord Nov 2

WELDON, THOMAS, Liverpool, Grocer Liverpool Pet Oct 17 Ord Nov 1

WILKIN, STELLA LOUISA, Kensington Gardens sq, Dressmaker High Court Pet Oct 10 Ord Nov 1

WITHEY, JOHN, Bristol, Confectioner Bristol Pet Nov 1 Ord Nov 1

London Gazette—TUESDAY, Nov. 8.

RECEIVING ORDERS.

ANDREWS, JOHN, Shrewsbury, Clerk in Holy Orders Shrewsbury Pet Nov 4 Ord Nov 4

ALDERSON, WILLIAM HENRY, Norwich, Builder Norwich Pet Nov 3 Ord Nov 3

ALDRIDGE, HENRY ERNEST, Nottingham, Mineral Water Manufacturer Derby Pet Nov 2 Ord Nov 3

BARTON, BENJAMIN, Blackburn, Manufacturer Blackburn Pet Oct 24 Ord Nov 4

BELL, THOMAS NEWNHAM, Birmingham, Gold Case Manufacturer Coventry Pet Oct 7 Ord Nov 4

BENNETT, GEORGE FREDERICK, Birmingham, Builder Birmingham Pet Nov 3 Ord Nov 3

BLANKLEY, CHARLES, Philip lane, Wood st, Cheapside, Belt Manufacturer High Court Pet Nov 3 Ord Nov 3

COOK, MINNA, Wandsworth, Surrey, Widow Wandsworth Pet Nov 5 Ord Nov 5

CROASDALE, WILLIAM, late of Manchester, Hat Merchant, Manchester Pet Nov 3 Ord Nov 3

CUTCLIFFE, GEORGE, Combmartin, Devon, Tailor Barnstaple Pet Nov 4 Ord Nov 4

DAVIES, JOHN, Rhydygalfe, Llangeler, Carmarthenshire Farmer Carmarthen Pet Nov 5 Ord Nov 5

DREW, JOHN, Colchester, Fruiterer Colchester Pet Nov 4 Ord Nov 4

FORLEZER, MAURICE, Leeds, Cabinet Maker Leeds Pet Nov 4 Ord Nov 4

GASCOYNE, WILLIAM (jun), Leamington, Builder Warwick Pet Nov 3 Ord Nov 3

GOODALL, WILLIAM, Weaver Hills, nr Wootton Ashbourne, Staffs, Farmer Burton on Trent Pet Nov 5 Ord Nov 5

GROVES, JOHN, Bournemouth, Builder Poole Pet Oct 25 Ord Nov 4

HANCOCK, ALBERT FREDERICK, Ship st, Brighton, Decorator Brighton Pet Nov 4 Ord Nov 4

HARVEY, HENRY FOWLING, Stoke, Devonport, Baker East Stonehouse Pet Nov 5 Ord Nov 5

HOGG, ROBERT, Gateshead, Tailor, Newcastle on Tyne Pet Nov 3 Ord Nov 3

HOLGATE, CHARLES, Leeds, Cattle Dealer Leeds Pet Nov 3 Ord Nov 3

HUGHES, SAMUEL WALTER GORDON, Buckingham Palace rd, Hosier High Court Pet Sept 27 Ord Nov 2

LEASK, JAMES WILLIAM, Walton st, Chelsea, Merchant High Court Pet Sept 7 Ord Nov 2

LEE, ROSS MERRICK, Leamington, Stationer Warwick Pet Nov 5 Ord Nov 5

LUMB, GEORGE HENRY, Mixenden Stones, Halifax, Farmer Halifax Pet Nov 3 Ord Nov 3

MAJOR, WILLIAM, Tyndale place, Upper st, Islington, Livery Stable Keeper High Court Pet Oct 24 Ord Nov 3

MARTIN, WALTER RICHARD, Tottenham Court rd, Licensed Victualler High Court Pet Nov 4 Ord Nov 4

NICOLAS, JOHN DALY, Leadenhall st, East India Merchant High Court Pet Nov 3 Ord Nov 3

ORANGE, GEORGE FLINT, Compton Gifford, Devon, late Mineral Merchant East Stonehouse Pet Nov 3 Ord Nov 3

OWEN, THOMAS, Ashford, Kent, Cattle Dealer Canterbury Pet Nov 5 Ord Nov 5
PEAKE, LEWIS, Landsdown, Cheltenham, Timber Merchant Cheltenham Pet Nov 2 Ord Nov 2
PEARSON, ALFRED, Ketton, Rutland, Baker Peterborough Pet Oct 25 Ord Nov 5
PERCY, EDMUND, Scarborough, Brass Founder Scarborough Pet Nov 4 Ord Nov 4
PERES, PHILIP, Leeds, Laundry Proprietor Leeds Pet Nov 4 Ord Nov 4
RAINBOW, HORACE, Goswell rd, Butcher's Manager High Court Pet Nov 5 Ord Nov 5
READER, ALFRED, Hailsham, Sussex, Job Master Eastbourne and Lewes Pet Nov 2 Ord Nov 5
RUTTER, JOSEPH, Outwell, Isle of Ely, Boot Maker King's Lynn Pet Nov 4 Ord Nov 4
SMITH, GEORGE RICHARD, Salisbury crt, Fleet st, Coffee Rooms Keeper High Court Pet Nov 4 Ord Nov 4
STEELE, WARWICK CHARLES, Hamilton rd, Ealing, Surgeon Brentford Pet Nov 2 Ord Nov 2
TRICKEY, ALFRED ROBERT, Torquay, Plumber Exeter Pet Nov 4 Ord Nov 4
TUCKER, HENRY EMILIUS, Nutfield, Surrey, Gent Croydon Pet Oct 5 Ord Nov 2
TURTON, WILLIAM JOSEPH, Crookes, Sheffield, Assistant Manager Sheffield Pet Nov 4 Ord Nov 4
WALKER, JOHN THOMAS EADES, New Cavendish st, Esq High Court Pet Nov 5 Ord Nov 5
WEBB, CHARLES FREDERICK, Hackford rd, Holland st, Brixton, Mechanical Engineer High Court Pet Nov 4 Ord Nov 4
WEST, HENRY GAMMON, Broadstairs, Kent, Station Master Canterbury Pet Nov 4 Ord Nov 4

The following amended notice is substituted for that published in the London Gazette, Sept 13:—

REID, WILLIAM HENRY, Sheffield, Licensed Victualler Sheffield Pet Sept 9 Ord Sept 9

FIRST MEETINGS.

ABBOTT, ALFRED JAMES, Chatham Intra, Rochester, late Timber Merchant Nov 18 at 11.30 Off Rec, Rochester
ABBOTT, FREDERICK CHARLES, late of Rochester, late Timber Merchant Nov 18 at 11.30 Off Rec, Rochester
ALDRIDGE, HENRY ERNEST, Nottingham, Mineral Water Manufacturer Nov 17 at 12 Off Rec, St James's chmbrs, Derby
ANDREWS, JOHN, Shrewsbury, Clerk in Holy Orders Nov 15 at 10.30 Off Rec, Talbot chmbrs, Salisbury
BAILEY, LEONARD, Southport, Pork Butcher Nov 16 at 3 Off Rec, 35, Victoria st, Liverpool
BECKWITH, JOHN, Liverpool, Broker Nov 16 at 12 Off Rec, 35, Victoria st, Liverpool
BELLINGER, GEORGE EDWARD, Dante rd, Newington Butts, Publican Nov 18 at 2.30 Bankruptcy bldgs, Carey st
BENNETT, ERNEST LEIGH, Tokenhouse yd, Merchant Nov 18 at 12 Bankruptcy bldgs, Carey st
BLANKLEY, CHARLES, Philip lane, Wood st, Cheapside, Belt Manufacturer Nov 16 at 1 Bankruptcy bldgs, Carey st
BOOTH, CHARLES HENRY, Walsall, Draper Nov 17 at 11.30 Off Rec, Walsall
BROOKS, ALEXANDER HENRY, Ferry st, Millwall, Licensed Victualler Nov 16 at 2.30 Bankruptcy bldgs, Carey st
BROWN, THOMAS, Armadale rd, Fulham, Builder Nov 15 at 12 Bankruptcy bldgs, Carey st
BURWELL, THOMAS WILLIAM, Scarborough, Fancy Goods Dealer Nov 16 at 11 Off Rec, 74, Newborough st, Scarborough
COLES, JAMES FREDERICK, Wood st, Licensed Victualler Nov 18 at 11 Bankruptcy bldgs, Carey st
EVERETT, ROBERT, Dorking, Surrey, Bootmaker Nov 15 at 11.30 24, Railway app, London Bridge
GASCOYNE, WILLIAM, the younger, Leamington, Builder Nov 23 at 12 Off Rec, 17, Hertford st, Coventry
GATIS, THOMAS, Wolverhampton, Solicitor Nov 19 at 11 Off Rec, Wolverhampton
GODFREY, WILLIAM, Liverpool, Team Owner Nov 16 at 3.30 Off Rec, 35, Victoria st, Liverpool
GOODALL, CHARLES, Sallymoor, Staffs, Farmer Nov 16 at 11 Midland Hotel, Station st, Burton on Trent
GOVER, WILLIAM FREDERICK, Kentisbeare, Cullompton, Devon, Farmer Nov 16 at 12 The Castle, Exeter
GRAHAM, MATTHEW, Liverpool, Team Owner Nov 16 at 2.30 Off Rec, 35, Victoria st, Liverpool
HAVARD, WILLIAM JAMES, and HENRY ALBAN HAVARD, Maesteg, Glam, Brass Founders Nov 17 at 12 Off Rec, 29, Queen st, Cardiff
HAYES, JAMES, Porth, Glam, Grocer Nov 15 at 12 Off Rec, Merthyr Tydfil
HELE, W H, Gutter lane, Manufacturer's Agent Nov 16 at 2.30 Bankruptcy bldgs, Carey st
HELLAWELL, FRED, Pogmoor, nr Barnsley, Draper Nov 17 at 11.15 Off Rec, 8, Back Regent st, Barnsley
JACKSON, JAMES, Gt Grimsby, late Innkeeper Nov 16 at 11 Off Rec, 15, Osborne st, Gt Grimsby
JOHNSON, JOHN, Southsea, Fishmonger Nov 15 at 3.30 Off Rec, Cambridge Junction, High st, Portsmouth
LOWNDES, GEORGE ARTHUR, Prestwood, Denstone, Staffs, Farm Labourer Nov 16 at 11.30 Midland Hotel, Station st, Burton on Trent
LUMB, GEORGE HENRY, Mixenden Stones, nr Halifax, Farmer Nov 17 at 11 Off Rec, Townhall chmbrs, Halifax
MADGWICK, RICHARD, Fernhurst, Sussex, Innkeeper Nov 16 at 12 Dolphin Hotel, Chichester
NEWMAN, GEORGE, Stephen st, Tottenham crt rd, Waiter Nov 16 at 12 Bankruptcy bldgs, Carey st
OUTHAM, WILLIAM, Rotherham, Joiner Nov 16 at 12.30 Off Rec, Figtree lane, Sheffield
PARKER, WALTER RALEIGH, and THOMAS JOHN PEDRETTE, Cardiff, Contractors Nov 17 at 2.30 Off Rec, 29, Queen st, Cardiff
SMITH, THOMAS, Southampton, Carver Nov 29 at 12 Off Rec, 4, East st, Southampton
THOMAS, ALFRED GEORGE, late of Aberaman, Aberdare, Glam, Builder Nov 15 at 3 Off Rec, Merthyr Tydfil
TRICKEY, ALFRED ROBERT, Torquay, Plumber Nov 18 at 10 Off Rec, 13, Bedford cir, Exeter
TUK, BERNARD SOLOMON, Commercial rd, Whitechapel, Draper Nov 16 at 12 Bankruptcy bldgs, Carey st
WEATHERLEY, C, late High rd, Chiswick, Provision Dealer Nov 15 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
WHITE, HERBERT, Doncaster, Wholesale Butcher Nov 18 at 12 Off Rec, Figtree lane, Sheffield
WOLFOLK, ISAAC, Leeds, Mercantile Clerk Nov 16 at 11 Off Rec, 22, Park row, Leeds
WRIGHT, JOHN, Manchester, Cycle Factor Nov 17 at 2.30 Whitehall chmbrs, Colmore row, Birmingham

The following amended notice is substituted for that published in the London Gazette, Oct. 25:—

PENNEY, ARTHUR PEARSON, Russley, nr Bishopstone, Wilts, Owner of Race Horses Nov 19 at 12 Room 76, Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ALDERSON, WILLIAM HENRY, Norwich, Builder Norwich Pet Nov 3 Ord Nov 3
ALDRIDGE, HENRY ERNEST, Nottingham, Mineral Water Manufacturer Derby Pet Nov 2 Ord Nov 3
ANDERSON, JAMES, Birkenhead, Boot Factor Birkenhead Pet Oct 17 Ord Nov 2
BARTON, BENJAMIN, Blackburn, Manufacturer Blackburn Pet Oct 21 Ord Nov 4
BELL, THOMAS NEWNHAM, Birmingham, Gold Case Manufacturer Coventry Pet Oct 7 Ord Nov 4
BURRIDGE, WILLIAM, Aberystwyth, Fishmonger Aberystwyth Pet Oct 19 Ord Oct 29
CUTCLIFFE, GEORGE, Combmartin, Devon, Tailor Barnstaple Pet Nov 4 Ord Nov 4
DREW, JOHN, Colchester, Fruiterer Colchester Pet Nov 4 Ord Nov 4
EDWARDS, HERBERT JAMES, and HARRY SAUNDERS, late Finsbury pvmt, late Financial Agents High Court Pet Oct 3 Ord Oct 29
EDWARDS, WILLIAM CHARLES, Clifton, Bristol, Beer Retailer Bristol Pet Oct 26 Ord Nov 3
EVERETT, ROBERT, Dorking, Surrey, Bootmaker Croydon Pet Oct 20 Ord Nov 2
FORLEZER, MAURICE, Leeds, Cabinet Maker Leeds Pet Nov 4 Ord Nov 4
FUDGE, THOMAS, St George's, Glos, Boot Manufacturer Bristol Pet Oct 11 Ord Nov 3
GODFREY, WILLIAM, Liverpool, Team Owner Liverpool Pet Oct 11 Ord Nov 5
GOODALL, WILLIAM, Weaver Hills, nr Wootton Ashbourne, Staffs, Farmer Burton on Trent Pet Nov 5 Ord Nov 5
HANCOCK, ALBERT FREDERICK, Brighton, Decorator Brighton Pet Nov 3 Ord Nov 4
HARVEY, HENRY FOWLING, Stoke, Devonport, Baker East Stonehouse Pet Nov 5 Ord Nov 5
HELSBY, MARY ANN, Accrington, Draper Blackburn Pet Oct 7 Ord Nov 5
HOGG, ROBERT, Gateshead, Tailor Newcastle on Tyne Pet Nov 3 Ord Nov 3
HOLGATE, CHARLES, Leeds, Cattle Dealer Leeds Pet Nov 3 Ord Nov 3
HORSEY, FREDERICK, Parkstone, Poole, Painter Poole Pet Oct 17 Ord Nov 4
HUGHES, WILLIAM, Llanfairfechan, Carnarvonshire, Coal Merchant Bangor Pet Oct 28 Ord Nov 3
JOHNSTONE, JOHN FERGUSSON, Bordesley, Birmingham, Baker Birmingham Pet Oct 11 Ord Nov 4
LABAN, JAMES, Dove row, Haggerston, Publican High Court Pet Sept 27 Ord Nov 3
LUMB, GEORGE HENRY, Mixenden Stones, Halifax, Farmer Halifax Pet Nov 3 Ord Nov 3
MARCUS, JOHN, Oxford st, Jeweller High Court Pet Oct 18 Ord Nov 3
MORRIS, SYDNEY, North Audley st, Tobacconist High Court Pet Oct 31 Ord Nov 3
NICOLAS, JOHN DALY, Leadenhall st, East India Merchant High Court Pet Nov 3 Ord Nov 3
ORANGE, GEORGE FLINT, Compton Gifford, Devon, late Mineral Merchant East Stonehouse Pet Nov 3 Ord Nov 3
OWEN, THOMAS, Ashford, Kent, Cattle Dealer Canterbury Pet Nov 5 Ord Nov 5
PERCY, EDMUND, Scarborough, Brass Founder Scarborough Pet Nov 4 Ord Nov 4
PERES, PHILIP, Leeds, Laundry Proprietor Leeds Pet Nov 4 Ord Nov 4
STEELE, WARWICK CHARLES, Hamilton rd, Ealing, Surgeon Brentford Pet Nov 2 Ord Nov 2
THOMAS, EVAN JONES, Penrhiweeiber, Glam, Outfitter Pontypridd Pet Nov 1 Ord Nov 4
THUBY, ALEXANDER, Palace chmbrs, Westminster, Civil Engineer High Court Pet Aug 10 Ord Nov 3
TRICKEY, ALFRED ROBERT, Torquay, Plumber Exeter Pet Nov 4 Ord Nov 4
TURTON, WILLIAM JOSEPH, Crookes, Sheffield, Assistant Manager Sheffield Pet Nov 4 Ord Nov 4
WEBB, CHARLES FREDERICK, Hackford rd, Holland st, Brixton, Mechanical Engineer High Court Pet Nov 4 Ord Nov 4
WHITE, W H, and B WALMSLEY, Wilton chmbrs, Vauxhall Bridge rd, Dealers in Fancy Goods High Court Pet Aug 27 Ord Nov 3
YATES, ELIZABETH, Leeds, Mechanical Engineer Leeds Pet Nov 1 Ord Nov 1

The following amended notice is substituted for that published in the London Gazette, Sept. 27:—

REID, WILLIAM HENRY, Sheffield, Licensed Victualler Sheffield Pet Sept 8 Ord Sept 23

SALES OF ENSUING WEEK.

Nov. 15.—Messrs. ELLIS & SON, at the Mart, E.C., at 2 o'clock, Freehold Property and Leasehold Residence (see advertisement, this week, p. 38).

Nov. 16.—Messrs. COPPING & HIGGS, at the Mart, E.C., at 2 o'clock, Freehold Investments (see advertisement, this week, p. 38).

Nov. 18.—Messrs. BAKER & SONS, at the Mart, E.C., at 2 o'clock, Freehold Building Land, Ground-rents, and Residence (see advertisement, Nov. 5, p. 15).

SOUTHWARK.

By order of the Mortgagees.—Within three minutes' walk of London-bridge.—Nearly three-quarters of an acre of Freehold Land, ripe for development as a building site.

MESSRS. ELLIS & SON are directed to SELL by AUCTION, at the MART, Tokenhouse-yard, Bank, on TUESDAY NEXT, NOV. 15th, at TWO o'clock precisely, in One Lot, a most important BLOCK of FREEHOLD PROPERTY, comprising about 28,500 square feet of land, having frontages to both Union and Red Cross-streets, near the Borough Market and London-bridge Railway Station, forming a valuable site for a carrier's or contractor's depot, manufactory, hop warehouse, fire brigade, or electric light distribution station, or other purpose where expanse of surface with plentiful frontage and good access is requisite. A considerable portion of the property is covered by tenements and stabling, let on short tenancies, and, with one exception, vacant possession may be had.

Printed particulars, with plans and conditions of sale, may be had of Messrs. Parker, Garrett, & Parker, Solicitors, the Rectory-house, St. Michael's-alley, Cornhill; at the Mart; and of Messrs. Ellis & Son, Auctioneers and Land Agents, 45, Fenchurch-street, E.C.

PRIMROSE HILL, N.W.

Excellent long Leasehold Investment.

MESSRS. ELLIS & SON are instructed by the Executors of the late E. P. Bond to SELL by AUCTION, at the MART, on TUESDAY NEXT, NOV. 15, at TWO precisely, in One Lot, the capital Detached RESIDENCE, with good garden, No. 18, Primrose-hill-road, a high situation overlooking Primrose-hill, and three-stalled stabling, with dwelling-rooms, No. 5, Oppidans-mews, in the rear. The Residence is let to F. Maitland, Esq., on lease for 28 years, from Lady-day, 1875, at a rent of £125 per annum, and the stabling is let at a rent of £30 per annum, together held under one lease for a term of 72 years from Michaelmas-day last, at the very low ground-rent of £7 per annum.

Printed particulars and conditions of sale may be had of Messrs. Hollams, Sons, Coward, & Hawksley, Solicitors, Mincing-lane; at the Mart; and of Messrs. Ellis & Son, Auctioneers and Surveyors, 45, Fenchurch-street, E.C.

Important Freehold Properties.—Old Bond-street, Albemarle-street, Dover-street, Piccadilly, the Strand Theatre, a Building Site adjoining, and No. 9, Houghton-street, Clare Market.

MR. ROBERT REID will SELL at the MART, on FRIDAY, NOVEMBER 25th, at ONE for TWO o'clock precisely, in Lots:—

1. No. 14, OLD BOND-STREET, Piccadilly.—A Valuable Freehold Property, let to Messrs. H. P. Truefitt & Co. by lease expiring in 1910, at a rent of £750 per annum.

2. No. 46, ALBEMARLE-STREET, Piccadilly.—Freehold Business Premises, let to Messrs. Sibley & Linney, Military Tailors, by lease expiring in 1896, at a rent of £400 per annum.

3. No. 47, ALBEMARLE-STREET.—Freehold Business Premises and Residental Chambers, let to Mr. J. T. W. Goodman by lease for a term expiring in 1894, at a rent of £450 per annum.

4. Nos. 8 and 9, DOVER-STREET, Piccadilly.—A valuable Freehold Property, comprising the Private Hotel, fully licensed, let at a rent of £400 per annum on lease, which has been determined, and immediate possession may be had.

Note.—The important block of freehold property above-mentioned, comprising Nos. 46 and 47, Albemarle-street, and Nos. 8 and 9, Dover-street, within a few doors of Piccadilly, and in the immediate vicinity of Bond-street, with a frontage on the west side of Albemarle-street of 51ft. 8in., and on the east side of Dover-street of 50ft. 10in., a depth of 132ft. between those streets, and occupying an important area of about 6,746 superficial feet, in one of the most valuable positions in the West-end, and singularly well adapted for a first-class club or hotel (No. 8, Dover-street is fully licensed), will be first offered for sale as a whole in One Lot, and if not sold immediately afterwards in Three Lots.

5. No. 10, DOVER-STREET.—A Freehold Residence, now occupied as a private hotel, let by lease for a term expiring in 1908, at a rent of £350 per annum.

6. Nos. 8, 9, 10, and 11, ALBEMARLE-STREET.—An important Freehold Property, known as the York Hotel, at the corner of Stafford-street, and abutting north on the Royal Arcade, and occupying a magnificent site of 6,372ft., let by lease for a term expiring in 1904, at a rent of £1,500 per annum.

7. The STRAND THEATRE.—A highly important Freehold Property, with frontages in the Strand, Surrey-street, and Strand-lane, and covering a superficial area of 7,523 ft., let by lease for a term expiring in 1914, at the very low rent of £1,850 per annum. The present rental value is estimated at £5,000 per annum.

8. A valuable FREEHOLD BUILDING SITE, immediately adjoining the Strand Theatre, and occupied by Nos. 166a, 167, and 168, Strand, covering a superficial area of 2,602 square feet, and producing a present rental of about £847 per annum. With possession.

9. No. 9, HOUGHTON STREET, Clare-market.—A Freehold House, producing a rental of £79 6s. per annum.

Printed particulars and plans may be obtained of J. R. Tyndale, Esq., Solicitor, No. 25, Essex-street, Temple, E.C.; of Messrs. Peake, Bird, Collins, & Peake, Solicitors, No. 6, Bedford-row, W.C.; at the Mart, E.C.; and of Mr. Robert Reid, No. 51, Great Marlborough-street, W.

FREEHOLD GROUND-RENTS.—£531 per annum secured upon 144 Houses, being the whole of Tewson-road and Part of Cage-lane, High-street, Plumstead, near Woolwich Arsenal. The grounds-rents vary from £3 to £30 10s. (in one lease). Rack rents £3,740 per annum. For Sale by Auction, at the Mart, on Thursday Next, 17th inst., in Twenty Lots, to suit large and small buyers.—Particulars of Mr. Chas. P. Whitelby, Auctioneer, 92, Queen-street, Cheapside.

PIMLICO.

Gillingham-street.—Builders' Works and Yard. With Fixed Plant and Machinery. With possession.

MESSRS. FULLER, HORSEY, SONS & CASSELL are instructed to SELL by AUCTION, in One Lot, on the PREMISES, 29, Gillingham-street, Pimlico, on TUESDAY, DECEMBER 6th, at TWELVE precisely, the Valuable Leasehold Property, lately in the occupation of the well-known firm of Contractors, Messrs. Peto Brothers. The Premises have frontages to Gillingham-street and Hindon-street, and occupy a total ground area of 36,434 sq. feet, and comprise Manager's and Foreman's Dwelling-houses, Offices, Saw Mills, Stone Masons' Shop, Joiners' Shops, Engine and Boiler-houses, Chimney Shafts, and spacious stone-pitched yard, &c. The whole of the Fixed Plant, Machinery, and Fixtures will be included in the purchase, comprising a pair of 55-horse power Horizontal Condensing Engines, a 25-horse power Horizontal Engine, 3 Cornish Boilers, Rack, Drag, and Travelling, Cross-cut, and other Saw Benches (mostly by A. Ransome & Co.), circular and band saws, saw sharpening and cutter grinding machines, double deal frame, planing and moulding, tying-up, tenoning and mortising and boring machines, grooving, rebating, and sand-papering machines, 4 horizontal stone saw frames, stone moulding and planing machines, 2 rubbing tables, 2 overhead travellers up to 10 tons. Held on Lease for an unexpired term of 33 years, at a rental of £400 per annum.

May be viewed by orders, and particulars had on the premises, of Messrs. Mackrell, Maton & Godlee, Solicitors, 21, Cannon-street, E.C., and of the Auctioneers, 11, Billiter-square, E.C.

CITY of LONDON.

By direction of the Trustees under the Will of Mrs. Ellen Wright, deceased.—An important Freehold Property, being No. 6, King-street, Cheapside, and comprising two capital Shops with basements and suites of offices over, known as "The City Chambers." The whole let on repairing lease to one tenant, at the very moderate rent of £350 per annum.

MESSRS. WM. COPPING & HIGGS will SELL by AUCTION, at the MART, Tokenhouse-yard, Bank of England, E.C., on WEDNESDAY, NOV. 16, at TWO precisely, the above FREEHOLD PROPERTY.

May be viewed by permission of the tenants, and particulars, with conditions of sale, obtained of Edgar Morris, Esq., Solicitor, 81, Park-street, Grosvenor-square, W.; at the Mart, E.C.; and of the Auctioneers, 50, Green-street, and 103a, Park-street, Grosvenor-square, W.

NEW CROSS ROAD, S.E.

By direction of the Trustees under the Will of Mrs. Ellen Wright, deceased.—Two well-positioned Freehold Shops and Dwelling Houses, having long gardens in the rear, and known as Nos. 339 and 345, New Cross-road, S.E. Let to excellent tenants at the moderate rent of £50 each per annum.

MESSRS. WM. COPPING & HIGGS will SELL by AUCTION, at the MART, Tokenhouse-yard, Bank of England, E.C., on WEDNESDAY, NOV. 16, at TWO precisely, in Lots, the above FREEHOLD SHOP PROPERTY.

May be viewed by permission of the tenants, and particulars, with conditions of sale, obtained of Edgar Morris, Esq., Solicitor, 81, Park-street, Grosvenor-square, W.; at the Mart, E.C.; and of the Auctioneers, 50, Green-street, and 103a, Park-street, Grosvenor-square, W.

DEPTFORD, S.E.

By direction of the Trustees under the Will of Mrs. Ellen Wright, deceased.—High-street.—A compact block of Five Freehold Shops and Dwelling Houses, being Nos. 22, 24, 26, 28, and 30, High-street, Deptford, situate in a commanding position in this important business thoroughfare, close to Deptford Station and the New Cross-road tram route. All let to highly respectable and prosperous tenants of old standing at very moderate rents, together amounting to £284 per annum.

MESSRS. WM. COPPING & HIGGS will SELL by AUCTION, at the MART, Tokenhouse-yard, Bank of England, E.C., on WEDNESDAY, NOV. 16, at TWO precisely, in Lots, the above FREEHOLD SHOP PROPERTY.

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NEW BOND STREET.

In the best part, close to Burlington-gardens.—Valuable Block of Freehold and City Leasehold Property, with possession at Lady-day next, when the existing leases, at very low rents, amounting to £600 per annum, fall in; offering to capitalists and others a secure and improving investment of the highest class, and to first-rate commercial firms an opportunity of securing a most excellent site in one of the finest trading positions in the metropolis.—By Order of the Trustees.

RUSHWORTH & STEVENS have received instructions from the Trustees to SELL by AUCTION, at the MART, Tokenhouse-yard, E.C., on WEDNESDAY, NOV. 30, at ONE for TWO precisely, in One Lot, the important FREEHOLD PREMISES, Nos. 6 and 7, New Bond-street, with back entrance from Cork-mews. The property has a frontage of 32ft. 6in., to New Bond-street, and possesses the unusual advantage of projecting beyond adjoining premises, thus obtaining a return frontage looking down Bond-street in the direction of Piccadilly. A portion is held of the Corporation of the City of London upon lease perpetually renewable at a ground-rent.

Particulars, with plan and conditions of sale, may be obtained of Messrs. Sharman & Trethewy, Solicitors, Bedford; and of Messrs. Rushworth & Stevens, Auctioneers and Surveyors, 22, Savile-row, W.

SALES BY AUCTION FOR THE YEAR 1892.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-Rents, Advowsons, Reversions, Stocks, Shares, and other Properties will be held at the AUCTION MART, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tuesday, Nov. 15 | Tuesday, Dec. 13

Auctions can also be held on other days, in town or country, by arrangement. Messrs. Debenham, Tewson, Farmer, & Bridgewater undertake Sales and Valuations for Probate and other purposes, of Furniture, Pictures, Farming Stock, Timber, &c. Detailed Lists of Investments, Estates, Sporting Quarters, Residences, Shops, and Business Premises to be Let or Sold by private contract are published on the 1st of each month, and can be obtained of Messrs. Debenham, Tewson, Farmer, & Bridgewater, Estate Agents, Surveyors, and Valuers, 80, Cheapside, London, E.C. Telephone No. 1,503.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C. or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

CROYDON.

ARTISTIC well-built Family Residences to be Sold at lowest possible prices, containing three capital reception-rooms, one of which is beautifully fitted with polished walnut-panelled dado, seven good bed-rooms, dressing-room, bath-room, housemaid's pantry, also capital domestic offices. Pleasant outlook, good cellarage, nice gardens, and situated in the best part of this highly-favoured town. Near high-class school, churches, shops, recreation grounds, and quite close to East Croydon station with its splended train service (London Bridge in 20 minutes). Brooklyn, £1,650, Freehold; Hazeldene, corner house, well-adapted for medical man, £2,100, Freehold. Note.—These houses are built on hygienic principles, and would make really charming homes. Call and see them at once.—Apply to Batley & Linfoot, Builders, on the Works, Addiscombe-grove, East Croydon.

MESSRS. ROBT. W. MANN & SON, SURVEYORS, VALUERS, AUCTIONEERS, HOUSE AND ESTATE AGENTS, Robt. W. Mann, F.S.I., Thomas R. Ranson, F.S.I. J. Bagshaw Mann, F.S.I., W. H. Mann), 12, Lower Grosvenor-place, Eaton-square, S.W., and 32, Lowndes-street, Belgrave-square, S.W.

MESSRS. H. GROGAN & CO., 101, Park-street, Grosvenor-square, beg to call the attention of intending Purchasers to the many attractive West-End Houses which they have for Sale. Particulars on application. Surveys and Valuations attended to.

GROUND-RENTS WANTED.—A Trust Fund of nearly a Quarter of a Million is available for Investment. Principals and their solicitors are invited to submit particulars to the authorised agents, Messrs. E. O. Preston & Co., 4, Tokenhouse-buildings, Bank of England, London.

TRUST MONEYS.—To Solicitors, Trustees, and others who have Trust Moneys against first-class Securities, such as Freeholds and Leaseholds, in this country; please state amount offered and interest required, whether on freehold, leasehold or otherwise.—M. Leon, Mortgage Broker, Broad-street-avenue, London, E.C.

A SUITE of Four Offices on the Second Floor in Bedford-row to be Let; light, lofty, and convenient; terms moderate and inclusive.—Apply to Mr. David J. Chattell, 29a, (corner of), Lincoln's-inn-fields, W.C.

CHAMBERS (Gray's-inn).—To Let, large Room and Clerk's Office, self-contained, on first floor.—Apply Hewlett, Preston, & Co., 2, Raymond-buildings.

CIVIL SERVICE COMMISSION.—Forthcoming Examination.—Third Clerk in the Judicial Department of the Privy Council (25-35), 2nd December. Legal training and qualifications necessary.

The date specified is the latest at which applications can be received. They must be made on forms, to be obtained, with particulars, from the Secretary, Civil Service Commission, London, S.W.

TO INVALIDS.—Bournemouth, St. Leonards, Brighton, Eastbourne, Torquay, Isle of Wight, Jersey, Riviera, &c. Several Doctors in these places will receive Invalids into their houses.—For particulars apply to Mr. G. B. Stocker, 8, Lancaster-place, Strand, W.C.

TO INVALIDS.—A List of Medical Men in all Parts, willing to receive Resident Patients, giving full particulars and terms, sent gratis. The list includes Private Asylums, &c.—Address Mr. G. B. Stocker, 8, Lancaster-place, Strand, W.C.